SERFF Tracking Number:
 FRCS-127658169
 State:
 Arkansas

 Filing Company:
 Illinois Mutual Life Insurance Company
 State Tracking Number:
 49902

Company Tracking Number: 5606

TOI: H11G Group Health - Disability Income Sub-TOI: H11G.002 Short Term

Product Name: Group VSTD
Project Name/Number: ILMUTUAL/61/61

# Filing at a Glance

Company: Illinois Mutual Life Insurance Company

Product Name: Group VSTD SERFF Tr Num: FRCS-127658169 State: Arkansas
TOI: H11G Group Health - Disability Income SERFF Status: Closed-Approved-State Tr Num: 49902

Closed

Sub-TOI: H11G.002 Short Term Co Tr Num: 5606 State Status: Approved-Closed

Filing Type: Form Reviewer(s): Rosalind Minor

Author: Eyselsa Cartwright Disposition Date: 10/24/2011

Author: Exselsa Cartwright Disposition Date: 10/24/2011

Date Submitted: 09/28/2011 Disposition Status: Approved-

Closed

Implementation Date Requested: On Approval Implementation Date:

State Filing Description:

# **General Information**

Project Name: ILMUTUAL/61 Status of Filing in Domicile: Pending

Project Number: 61 Date Approved in Domicile:

Requested Filing Mode: Review & Approval Domicile Status Comments: Submitted on or

about this same date.

Explanation for Combination/Other: Market Type: Group

Submission Type: New Submission Group Market Size: Small and Large

Group Market Type: Employer Overall Rate Impact:

Filing Status Changed: 10/24/2011

State Status Changed: 10/24/2011 Deemer Date:

Created By: Exselsa Cartwright Submitted By: Exselsa Cartwright

Corresponding Filing Tracking Number:

Filing Description:

We have been retained by Illinois Mutual Life Insurance Company to file the enclosed forms for approval in your state.

Our fee of \$250 has been sent by EFT on this same date. This fee is based on the company's domicile state.

The Company offers their assurance that the Guaranty Association notice required by Regulation 49 will be provided.

This filing contains a group non-occupational short term disability and accidental death and dismemberment policy, certificate, group application, evidence of insurability form, and enrollment form.

SERFF Tracking Number: FRCS-127658169 State: Arkansas
Filing Company: Illinois Mutual Life Insurance Company State Tracking Number: 49902

Company Tracking Number: 5606

TOI: H11G Group Health - Disability Income Sub-TOI: H11G.002 Short Term

Product Name: Group VSTD

Project Name/Number: ILMUTUAL/61/61

These forms are new forms and do not replace any existing forms. These forms are intended to be issued to employer groups. They will be marketed through licensed agents.

There are no unique or innovative features in this product.

The policy and certificate text found in brackets should be considered as variable material. Statements of Variability for the policy and certificate rider are attached.

To the best of our knowledge, this filing is complete and intended to comply with the insurance laws of your jurisdiction.

If you have any questions or need additional information, please call toll-free 1-800-927-2730. Thank you for your assistance.

# **Company and Contact**

#### **Filing Contact Information**

Exselsa Cartwright, Senior Compliance exselsa.cartwright@firstconsulting.com

Specialist

1020 Central 800-927-2730 [Phone] 2757 [Ext]

Suite 201 816-391-2755 [FAX]

Kansas City, MO 64105

#### **Filing Company Information**

(This filing was made by a third party - FC01)

Illinois Mutual Life Insurance Company CoCode: 64580 State of Domicile: Illinois

300 S.W. Adams Street Group Code: Company Type:
Peoria, IL 61634 Group Name: State ID Number:

(800) 437-7355 ext. [Phone] FEIN Number: 37-0344290

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# **Filing Fees**

Fee Required? Yes
Fee Amount: \$250.00
Retaliatory? No

Fee Explanation: The domicile fee is \$50 per form X 5 forms = \$250.

Per Company: No

 SERFF Tracking Number:
 FRCS-127658169
 State:
 Arkansas

 Filing Company:
 Illinois Mutual Life Insurance Company
 State Tracking Number:
 49902

Company Tracking Number: 5606

TOI: H11G Group Health - Disability Income Sub-TOI: H11G.002 Short Term

Product Name: Group VSTD
Project Name/Number: ILMUTUAL/61/61

COMPANY AMOUNT DATE PROCESSED TRANSACTION #

Illinois Mutual Life Insurance Company \$250.00 09/28/2011 52219140

 SERFF Tracking Number:
 FRCS-127658169
 State:
 Arkansas

 Filing Company:
 Illinois Mutual Life Insurance Company
 State Tracking Number:
 49902

Company Tracking Number: 5606

TOI: H11G Group Health - Disability Income Sub-TOI: H11G.002 Short Term

Product Name: Group VSTD
Project Name/Number: ILMUTUAL/61/61

# **Correspondence Summary**

# **Dispositions**

Status	Created By	Created On	Date Submitted
Approved- Closed	Rosalind Minor	10/24/2011	10/24/2011
Approved- Closed	Rosalind Minor	10/04/2011	10/04/2011

#### **Amendments**

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Form	Group Non-occupational Short Term Disability Insurance Policy	Lynn Cravin	10/20/2011	10/21/2011
Form	Non-occupational Short Term Disability Income Insurance Certificate	Lynn Cravin	10/20/2011	10/21/2011

# **Filing Notes**

Subject	Note Type	Created By	Created On	Date Submitted
Request to Re-Open	Note To Reviewer	Lynn Cravin	10/19/201	1 10/19/2011

SERFF Tracking Number: FRCS-127658169 State: Arkansas
Filing Company: Illinois Mutual Life Insurance Company State Tracking Number: 49902

Company Tracking Number: 5606

TOI: H11G Group Health - Disability Income Sub-TOI: H11G.002 Short Term

Product Name: Group VSTD
Project Name/Number: ILMUTUAL/61/61

# **Disposition**

Disposition Date: 10/24/2011

Implementation Date: Status: Approved-Closed

Comment:

You requested that the filing be re-opened in order to change language in the policy and certificate. The revised policy and certification is approved effective on this date. The remainder of the forms will maintain the original approval date of October 4, 2011.

Rate data does NOT apply to filing.

 SERFF Tracking Number:
 FRCS-127658169
 State:
 Arkansas

 Filing Company:
 Illinois Mutual Life Insurance Company
 State Tracking Number:
 49902

Company Tracking Number: 5606

TOI: H11G Group Health - Disability Income Sub-TOI: H11G.002 Short Term

Product Name: Group VSTD

Project Name/Number: ILMUTUAL/61/61

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	Approved	Yes
Supporting Document	Application	Approved	Yes
Supporting Document	Statement of Variables	Approved	Yes
Supporting Document	Authorization	Approved	Yes
Form (revised)	Group Non-occupational Short Term Disability Insurance Policy	Approved	Yes
Form	Group Non-occupational Short Term Disability Insurance Policy	Replaced	Yes
Form (revised)	Non-occupational Short Term Disability Income Insurance Certificate	Approved	Yes
Form	Non-occupational Short Term Disability Income Insurance Certificate	Replaced	Yes
Form	Application for Group Insurance	Approved	Yes
Form	Application – Evidence of Insurability	Approved	Yes
Form	Voluntary Short Term Disability Employed Enrollment Form	<sup>e</sup> Approved	Yes

SERFF Tracking Number: FRCS-127658169 State: Arkansas
Filing Company: Illinois Mutual Life Insurance Company State Tracking Number: 49902

Company Tracking Number: 5606

TOI: H11G Group Health - Disability Income Sub-TOI: H11G.002 Short Term

Product Name: Group VSTD
Project Name/Number: ILMUTUAL/61/61

# **Disposition**

Disposition Date: 10/04/2011

Implementation Date: Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

 SERFF Tracking Number:
 FRCS-127658169
 State:
 Arkansas

 Filing Company:
 Illinois Mutual Life Insurance Company
 State Tracking Number:
 49902

Company Tracking Number: 5606

TOI: H11G Group Health - Disability Income Sub-TOI: H11G.002 Short Term

Product Name: Group VSTD

Project Name/Number: ILMUTUAL/61/61

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	Approved	Yes
Supporting Document	Application	Approved	Yes
Supporting Document	Statement of Variables	Approved	Yes
Supporting Document	Authorization	Approved	Yes
Form (revised)	Group Non-occupational Short Term Disability Insurance Policy	Approved	Yes
Form	Group Non-occupational Short Term Disability Insurance Policy	Replaced	Yes
Form (revised)	Non-occupational Short Term Disability Income Insurance Certificate	Approved	Yes
Form	Non-occupational Short Term Disability Income Insurance Certificate	Replaced	Yes
Form	Application for Group Insurance	Approved	Yes
Form	Application – Evidence of Insurability	Approved	Yes
Form	Voluntary Short Term Disability Employed Enrollment Form	<sup>e</sup> Approved	Yes

SERFF Tracking Number: FRCS-127658169 State: Arkansas
Filing Company: Illinois Mutual Life Insurance Company State Tracking Number: 49902

Company Tracking Number: 5606

TOI: H11G Group Health - Disability Income Sub-TOI: H11G.002 Short Term

Product Name: Group VSTD
Project Name/Number: ILMUTUAL/61/61

#### **Amendment Letter**

Submitted Date: 10/21/2011

#### **Comments:**

Thank you for re-opening this filing.

Since the date this filing was approved, we have learned that the Exceptions and Limitations on page 8 of the Policy differed from those on page 5 of the Certificate. The Exceptions and Limitations in the Policy were correct.

We have also learned that the Pre-Existing Condition Limitation provision on page 8 of the Policy and page 5 of the Certificate contained incorrect information. The changes made are summarized as follows:

- 1. 'prior to' was changed to 'after' in the second paragraph.
- 2. 'with that period' was deleted in the second paragraph.
- 3. For the certificate: "Your Coverage Date" is being used instead of Effective Date, since the employee's coverage date is appropriate in the Certificate rather than the Policy Effective Date.
- 4. For the policy, for the same reasons, Effective Date is now "Employee's Coverage Date".

We have attached corrected copies of the Policy and Certificate forms.

If you need any further information or have any questions, please call toll-free 1-800-927-2730. Thank you for your assistance.

### **Changed Items:**

#### Form Schedule Item Changes:

#### Form Schedule Item Changes:

Form	Form	Form	Action	Form	Previous	Replaced	Readability	Attachments
Number	Туре	Name		Action	Filing #	Form #	Score	
				Other				
Form	Policy/Contr	Group Non-	Initial				52.300	VSTD11 (AR)
VSTD11	act/Fraterna	I occupationa	I					(2)
(AR)	Certificate	Short Term						APPROVED
		Disability						MTM 10-
		Insurance						19.pdf
		Policy						

SERFF Tracking Number: FRCS-127658169 State: Arkansas

Filing Company: Illinois Mutual Life Insurance Company State Tracking Number: 49902

Company Tracking Number: 5606

TOI: H11G Group Health - Disability Income Sub-TOI: H11G.002 Short Term

Product Name: Group VSTD

Project Name/Number: ILMUTUAL/61/61

Form Certificate Non- Initial 54.400 VSTD11 CER

VSTD11 occupational (AR)

CER (AR) Short Term approved mtm

Disability 10-19.pdf

Income Insurance Certificate SERFF Tracking Number: FRCS-127658169 State: Arkansas
Filing Company: Illinois Mutual Life Insurance Company State Tracking Number: 49902

Company Tracking Number: 5606

TOI: H11G Group Health - Disability Income Sub-TOI: H11G.002 Short Term

Product Name: Group VSTD
Project Name/Number: ILMUTUAL/61/61

**Note To Reviewer** 

Created By:

Lynn Cravin on 10/19/2011 03:03 PM

**Last Edited By:** 

Sean Cox

**Submitted On:** 

10/19/2011 04:43 PM

Subject:

Request to Re-Open

#### **Comments:**

Since the date this filing was approved, we have learned that the Pre-Existing Condition Limitation provision on page 8 of the Policy and page 5 of the Certificate contained incorrect information.

We ask that you re-open this filing so that we may substitute the corrected Policy and Certificate forms.

If you need any further information or have any questions, please call toll-free 1-800-927-2730. Thank you.

 SERFF Tracking Number:
 FRCS-127658169
 State:
 Arkansas

 Filing Company:
 Illinois Mutual Life Insurance Company
 State Tracking Number:
 49902

Company Tracking Number: 5606

TOI: H11G Group Health - Disability Income Sub-TOI: H11G.002 Short Term

Product Name: Group VSTD
Project Name/Number: ILMUTUAL/61/61

# Form Schedule

Lead Form Number: Form VSTD11 (AR)

Schedule Item	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Status							
Approved 10/24/2011	Form VSTD11 (AR)	•	t Group Non- noccupational Short Term Disability Insurance Policy	Initial		52.300	VSTD11 (AR) (2) APPROVED MTM 10- 19.pdf
Approved 10/24/2011	Form VSTD11 CER (AR)	Certificate	Non-occupational Short Term Disability Income Insurance Certificate	Initial		54.400	VSTD11 CER (AR) approved mtm 10- 19.pdf
Approved 10/24/2011	Form VSTD11 APP	Application Enrollment Form	Application for Group Insurance	Initial		50.000	Form VSTD11 APP.pdf
Approved 10/24/2011	Form VSTD11 EI		/Application – Evidence of Insurability	Initial		52.600	Form VSTD11 EI.pdf
Approved 10/24/2011	Form VSTD11 ENR		/Voluntary Short Term Disability Employee Enrollment Form	nInitial		62.000	Form VSTD11 ENR.pdf



# **A Mutual Life Insurance Company**

Policyholder [ABC COMPANY] Date of Issue [October 1, 2012]

Policy No. [0001] Policy Anniversary [October 1, 2013]

and annually thereafter

State of Delivery Arkansas

Premium Due Date [October 1, 2012 and monthly thereafter]

**THE COMPANY AGREES TO PAY** the group insurance benefits for each insured Employee of the Policyholder according to the terms of this Policy.

This Policy is issued to the Policyholder in consideration of the application of the Policyholder and the payment of the required premiums. It will take effect on the Date of Issue. This Policy will terminate upon failure to pay any premium before the end of the grace period allowed for payment. It will also terminate after written notice by the Company or by the Policyholder.

Premiums are payable in the amounts determined as stated herein. The first premium is due on the Date of Issue. Renewal Premiums are due as stated above during the continuance of this Policy unless the Policyholder and Illinois Mutual Life Insurance Company agree on some other method of premium payment.

This Policy is delivered in and is governed by the laws of the State of Delivery noted above.

This Policy is signed by our President and Secretary in Peoria, Illinois on the Date of Issue.

FOR INFORMATION, OR TO MAKE A COMPLAINT, CALL 800-437-7355

If you need information about your insurance, or should any dispute arise about your premium or about a claim that you have filed, call Illinois Mutual Life Insurance Company at the toll-free number listed above or contact the Arkansas Insurance Department, 1200 West Third Street, Little Rock, AR 72201 or toll-free at 1-800-282-9134.

Group Non-occupational Short Term Disability Insurance and
Accidental Death and Dismemberment Insurance
Renewable at the Option of the Company

**Illinois Mutual Life Insurance Company** 

Home Office 300 S.W. Adams Street Peoria, IL 61634 Phone 800.437.7355

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#### **BENEFIT SCHEDULE**

Class A Class Description Full-time active employees working [30] or more hours per week, Ages [18-67] Qualifying Period [30-90] Days

			Maximum				Maximum
	Elimination	on Period	<b>Total Disability</b>		Elimination	on Period	<b>Total Disability</b>
<u>Plan</u>	<b>Accident</b>	<u>Sickness</u>	<b>Benefit Period</b>	<u>Plan</u>	<b>Accident</b>	<b>Sickness</b>	Benefit Period
[A	0 Days	7 Days	13 Weeks	E	7 Days	7 Days	26 Weeks
В	7 Days	7 Days	13 Weeks	F	14 Days	14 Days	26 Weeks
С	14 Days	14 Days	13 Weeks	G	14 Days	14 Days	52 Weeks
D	0 Days	7 Days	26 Weeks	Н	30 Days	30 Days	52 Weeks

Each Employee may select a Level of Benefit listed below. The Employee's selection is included in the Employee's Enrollment Form and in the Employee's Schedule of Benefits included in his Certificate of Coverage.

Benefit	Weekly*	Minimum	Benefit	Weekly*	Minimum
Level	Benefit	Annual Salary	Level	Benefit	<b>Annual Salary</b>
1	\$150	\$11,700	6	\$400	\$31,200
2	\$200	\$15,600	7	\$450	\$35,000
3	\$250	\$19,500	8	\$500	\$39,000
4	\$300	\$23,400	9	\$550	\$42,900
5	\$350	\$27,300	10	\$600	\$46,800]

<sup>\*</sup>Weekly Benefit cannot exceed 66 2/3% of Employee's Basic Weekly Earnings

**Maximum Accidental Death and Dismemberment Benefit** [\$10,000]

Waiver of Premium [Included]

# **PREMIUM SCHEDULE**

Premium Rate	es per \$100 of Benefit –	Employee Pays 100%	of Premium	
Age	[Plan A Premium	Plan B Premium	Plan C Premium	Plan D Premium
Under 30	\$8.14	\$7.75	\$6.89	\$9.56
30-34	\$8.38	\$8.00	\$7.02	\$9.91
35-39	\$8.38	\$8.00	\$7.02	\$9.91
40-44	\$8.38	\$8.00	\$7.02	\$9.91
45-49	\$8.85	\$8.38	\$7.41	\$11.45
50-54	\$10.62	\$10.13	\$8.84	\$13.69
55-59	\$12.39	\$11.88	\$10.40	\$16.17
60-64	\$14.51	\$13.88	\$12.22	\$18.88
65-69	\$19.12	\$18.25	\$15.99	\$24.90
Age	Plan E Premium	Plan F Premium	Plan G Premium	Plan H Premium
Under 30	\$9.25	\$8.32	\$10.37	\$8.19
30-34	\$9.75	\$8.71	\$10.81	\$8.50
35-39	\$9.75	\$8.71	\$10.81	\$8.50
40-44	\$9.75	\$8.71	\$10.81	\$8.50
45-49	\$11.13	\$10.01	\$12.39	\$9.74
50-54	\$13.25	\$11.96	\$14.84	\$11.74
55-59	\$15.63	\$14.17	\$17.58	\$13.75
60-64	\$18.38	\$16.51	\$20.60	\$16.23
65-69	\$24.25	\$21.84	\$27.09	\$21.32]

#### **DEFINITIONS**

For all purposes of this Policy:

**Actively at Work** means the Employee is performing all of the duties of his job with the Employer at least [30] hours per week.

**Basic Weekly Earnings** means the Employee's rate of earnings from the Employer in effect immediately prior to the date the Employee's Total Disability begins. It does not include bonuses, overtime pay and other extra compensation other than commissions. Commissions will be averaged over the 12 month period prior to the date of the Employee's Total Disability begins.

Coverage Date means the date which the Employee's coverage under the Policy begins.

Effective Date means the date on which the Policy becomes effective.

**Elimination Period** means the number of continuous days an Employee must be Totally Disabled before benefits begin to accrue and become payable. No benefits are payable for the Elimination Period. The Elimination Period may be different for disabilities due to Sickness than it is for Injury.

**Employee** means a person directly employed in the regular business of, and compensated for service by, the Employer. A director of a corporate employer shall not be deemed an Employee solely because of such directorship.

**Employer** means the entity or person, including any affiliates or subsidiaries named in the application, and who has agreed to provide benefits to its employees as provided in this Policy.

He and Him mean an insured Employee, whether male or female.

**Injury** means accidental bodily injury independent of disease, sickness or bodily infirmity that the Employee sustains while his coverage is in force and which does not arise out of any employment for wage or profit.

**Physician** means a doctor or practitioner, other than the Employee or a member of the Employee's immediate family, who is duly licensed by the proper authority and who is practicing within the scope of the Physician's license.

**Policy** means the group policy issued to the Employer.

**Policy Anniversary** means 12 months after the Date of Issue of this Policy to the Policyholder and each subsequent 12 month period.

Policyholder means the entity or person named in this Policy.

**Pregnancy** includes childbirth, miscarriages, and complications of Pregnancy.

**Qualifying Period** means the number of continuous days as stated in the Schedule of Benefits you are at Actively at Work before your Coverage Date may begin if you apply for coverage under the Policy.

**Regular Care of a Physician** means treatment, consultations and diagnostic services provided by a Physician whose specialty is suitable for the condition causing your disability. Such care must be received in-person at a frequency that is appropriate for the Employee's Injury or Sickness according to accepted medical standards. We may waive this regular care requirement upon receipt of reasonable proof that such care is no longer appropriate for the Injury or Sickness causing the Employee's disability.

**Sickness** means an illness, disease, or physical condition of the Employee which first manifests itself while his coverage is in force and which does not arise out of any employment for wage or profit. Pregnancy is covered as any other sickness for the purpose of providing benefits under this Policy, subject to all Policy provisions.

#### **DEFINITIONS** (cont.)

**Total Disability** for any one period of disability, starting while the Employee's coverage is in force, means, as a result of Sickness or Injury, the Employee's inability to engage in any occupation for which he is qualified or for which he becomes qualified by education, training, or experience.

To be Totally Disabled, the Employee must be under the regular care of a physician. Only one total disability benefit will be payable at any one time even if the Employee is Totally Disabled because of multiple causes.

We, Us and Our mean Illinois Mutual Life Insurance Company or the Company.

#### **PREMIUM PROVISIONS**

**Computation of Premiums:** The premium rates shown in the Schedule shall be used in computing the amounts of premiums due Policyholder under the Policy. However, the Company may, on any of the following dates, establish a new rate upon which further premiums shall be computed:

- 1. any premium due date, provided the rate schedule that is then in effect has been in effect at least 12 months, and the Company notifies the Policyholder at least 31 days in advance of such premium due date: or
- 2. whenever the terms of this Policy are changed.

As of the Effective Date of this Policy, the Company will determine the premiums due for each enrolled Employee based on his age last birthday and the amount of insurance coverage selected.

Thereafter, on each Policy Anniversary:

- 1. a premium adjustment will be made for any Employee whose attained age places him in a higher premium bracket; and/or
- a premium adjustment will be made for any Employee who requests a change in his benefit level because of a salary increase/decrease that has occurred for that employee. The Employee must furnish evidence of insurability if his benefit level is to be increased. Such changes must be approved by the Company.

Premium adjustments that involve a return of unearned premium, will be returned to the Employee upon receipt by the Company of evidence that such adjustment should be made.

**Payment of Premiums:** All premiums due under this Policy, and any adjustments, are to be paid on or before their due date. Premiums are to be paid at the Home Office of the Company. The payment of any premiums shall keep this insurance in force only through the date just before the next due date, unless otherwise stated herein.

**Grace Period – Termination of Policy:** A grace period of 31 days will be allowed for payment of any premium due after the first. No interest will be due for the grace period. During the grace period this Policy shall stay in force. However, this Policy shall not stay in force during the grace period if the Policyholder has, prior to the premium due date, given written notice to the Company that this coverage is to be terminated on the day immediately preceding such premium due date.

If the Policyholder fails to pay any premium within the grace period, coverage for its Employees shall automatically terminate on the last day of such grace period. The Policyholder shall, nevertheless, be liable to the Company for the payment of all premiums then due and unpaid. This shall include a pro rata premium for the grace period.

Written notice may be given by the Policyholder to the Company during the grace period that its coverage is to be terminated before the expiration of the grace period. If so, coverage shall be terminated as of the later of:

- 1. the date of receipt of such written notice by the Company, or
- 2. the date specified by the Policyholder for such termination.

#### PREMIUM PROVISIONS (cont.)

The Policyholder shall be liable to the Company for the payment of all premiums then due and unpaid. This shall include a pro rata premium for the period starting with the last premium due date and ending with such date of termination.

The Company may terminate this Policy on the first policy anniversary or on any premium due date thereafter. It may do so if it gives written notice to the Policyholder at least 31 days in advance.

#### **ADMINISTRATION PROVISIONS**

#### **Record of Employees Insured**

The Company shall maintain a record which shall show at all times the following:

- 1. the names of all Employees insured hereunder;
- 2. the date when each Employee became insured;
- 3. the amount for which he is insured;
- 4. the effective date of any increase or decrease in the amount of his insurance;
- 5. information necessary to determine the age of each Employee; and
- 6. such other information as may be required to administer the insurance hereunder.

The Policyholder shall furnish from time to time to the Company such information about Employees becoming insured and terminations of employees as the Company may require. The Company will be allowed to examine the records of the Policyholder relating to this Policy. This may be done at any reasonable time up to 2 years after the cancellation of this Policy, or until settlement of all claims, whichever is later.

Inadvertent error, failure or omission on the part of the Policyholder to report the name of any Employee who has qualified for the insurance hereunder in accordance with the prescribed conditions, or whose amount of insurance is to be changed in accordance with the provisions hereof, shall not deprive such Employee of insurance nor affect the amount thereof. Failure to report the termination of insurance on any Employee shall not be construed as involving or effecting the continuation of such insurance beyond the date of termination determined in accordance with the provisions hereof.

#### **Employee's Certificate**

The Company will issue a Certificate of Insurance for each insured Employee. The Certificate will be delivered to the Employee and shall state the insurance protection. It shall state such limitations or requirements in this Policy as may pertain to the insured Employee.

#### **INSURANCE PROVISIONS**

#### **Employees Eligible for Insurance**

Subject to the provisions of this Policy, each Employee is eligible for insurance from the Effective Date if he:

- 1. has completed a continuous employment period of [0-90] days;
- 2. is a full-time Employee working [30-40] hours per week or more; and
- 3. is between the ages of 18 through 65.

Each person who becomes a full-time Employee after the Effective Date is eligible for insurance on the first day after he completes a continuous employment period of [0-90] days.

#### **Effective Dates of Insurance**

Each Employee who makes a written request for insurance on a Company form shall, subject to the provisions of this Policy, become insured as follows:

- 1. If he makes the request on or before the date he becomes eligible, he shall become insured on the date he becomes eligible.
- 2. If he makes the request within 31 days after the first day he is both eligible and Actively at Work, he shall become insured on the date of the request.

# **INSURANCE PROVISIONS (cont.)**

3. If he makes the request more than 31 days after the first day on which he is both eligible and Actively at Work, he shall become insured on the date the Company agrees to his insurability.

If an Employee is not Actively at Work as a full-time employee on the date he would otherwise become insured, he will not become insured until the next day on which he is Actively at Work as a full-time employee.

#### **Individual Termination of Insurance**

The insurance on an Employee shall terminate upon the earliest of the following dates:

- 1. the date his employment is terminated with the Employer. An Employee's employment is deemed terminated if he is no longer Actively at Work except for periods during which he is eligible for Total Disability Weekly Benefit;
- 2. the date the Policy is terminated or amended to end coverage for class to which an Employee belongs;
- 3. the date of termination of the Policy; or
- 4. the date of the expiration of the last period for which he has made a contribution, in the event of his failure to make, when due, any contribution toward the payment of premium for insurance to which he has agreed in writing.

Termination of the Policy will not affect any claim that the Employee may have for a loss that begins prior to the termination of the Policy.

#### NON-OCCUPATIONAL DISABILITY INCOME BENEFITS

#### **Total Disability Weekly Benefit**

If injury or sickness causes the Employee's Total Disability, we shall pay him the Total Disability Weekly Benefit shown in the Schedule which he has elected. However, in no event shall this Benefit be more than 66 2/3% of the Employee's Basic Weekly Earnings. This Benefit shall be paid to him after the Elimination Period shown in the Schedule has been satisfied. This Benefit shall be paid to him for as long as he is Totally Disabled up to the Maximum Total Disability Benefit Period shown in the Schedule for any one period of total disability.

If termination of insurance coverage occurs during a period of total disability, benefits will continue to be paid until the earliest of:

- 1. the date his Total Disability ends; or
- 2. the Maximum Total Disability Benefit Period has been reached.

However, any Total Disability Weekly Benefit payable under the Policy will be reduced by the amount of any other income benefits which the Employee receives or is eligible to receive. Other income benefits are:

- 1. [retirement pension benefits to the extent paid for by the Employee under
  - a. any plan of a federal, state, county or municipal retirement system, if such pension benefits include any credit for employment with the Employer; or
  - b. any plan which the Employer sponsors, or makes or has made contributions] [and]
- 2. disability benefits under any plan of a federal, state, county or municipal retirement system, if such benefits include any credit for employment with the Employer; and
- 3. disability benefits under the United States Social Security Act, the Railroad Retirement Act or under any similar United States or Canadian plan or act; and
- 4. unemployment compensation under any state or federal law; and
- 5. disability benefits under any individual or group disability policy paid for by the Policyholder and purchased on or after the Effective Date of the Policy; and
- 6. amounts received under any salary continuation, paid time off or accumulated sick leave plan sponsored by the Policyholder. This includes donated or lump sum sick leave benefits or paid time off.]

#### **NON-OCCUPATIONAL DISABILITY INCOME BENEFITS (cont.)**

[The Total Disability Weekly Benefit will never be less than [\$50].]

For any period of Total Disability for which a Benefit is payable that is less than a full week, the benefit will be prorated. Proration will be determined by dividing the amount of the Employee's Total Disability Weekly Benefit by 7 and multiplying this amount by the number of days he is Totally Disabled.

#### **Recurrent Disability**

A recurrence of the Employee's disability from the same or related causes will be considered a continuation of the prior period unless he has been engaged in any gainful occupation for more than 14 continuous days. The Employee must be reasonably fitted and have been performing all of the substantial and material duties of that occupation.

If the Employee's disability is treated as a recurrent Total Disability of the prior period, it will not be subject to a new Elimination Period or a new Maximum Total Disability Benefit Period.

#### PRE-EXISTING CONDITION LIMITATION

During the first 12 months after the Employee's Coverage Date, we will not pay benefits:

- (a) for any condition diagnosed or treated by a physician within 12 months prior to the Employee's Coverage Date; or
- (b) for any condition which caused symptoms within 12 months prior to the Employee's Coverage Date that would have caused an ordinarily prudent person to seek medical diagnosis, care or treatment.

In the event the Employee applies for an increased benefit level, we will not pay benefits on the increased portion of the benefit level during the first 12 months after the effective date of the Employee's increased benefit level for any condition diagnosed or treated by a physician or for any condition which caused symptoms within 12 months prior to the effective date of the Employee's increased benefit level that would have caused an ordinarily prudent person to seek medical diagnosis, care or treatment.

#### **EXCEPTIONS AND LIMITATIONS**

The Employee's coverage does not insure against or pay benefits for any disability which is caused by or is the result of:

- (a) intentionally self-inflicted injuries or attempted suicide, while sane or insane; or
- (b) his commission of a felony; or
- (c) war, declared or undeclared; or
- (d) Injury or Sickness arising out of or in the course of any employment for wage or profit.

#### ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT

An Accidental Death and Dismemberment Benefit will be payable up to the Accidental Death and Dismemberment Benefit stated on the Schedule, provided such loss:

- 1. Results from Injury, independent of disease and Sickness; and
- 2. Is caused by an accident that occurs while this Benefit is in force; and
- 3. Occurs within 90 days of that accident.

A percentage of this Benefit will be paid to the Employee as follows:

Loss of Life	100%
Loss of Both Hands or Both Feet	100%
Loss of Entire Sight of Both Eyes	100%
Loss of One Hand and One Foot	100%
Loss of One Hand and the Entire Sight of One Eye	100%
Loss of One Foot and the Entire Sight of One Eye	100%
Loss of One Hand or One Foot	50%
Loss of Entire Sight of One Eye	50%

#### **ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT (cont.)**

For this Benefit to be payable, Loss means:

- 1. with reference to hand or foot, complete loss of the use of the hand, or foot; and
- 2. with reference to eye, irrecoverable loss of the entire sight of the eye.

If the Employee suffers more than one of the above losses as a result of the same accident, the Benefit provided will be paid only for the greatest loss.

This Benefit will be paid to the Employee, if living; otherwise to the named Beneficiary. If no Beneficiary is named, the Benefit will be paid to the Estate of the Employee.

The Accidental Death and Dismemberment Benefit will provide no Benefit for any loss caused by or resulting from:

- 1. Declared or undeclared war or any act of war;
- 2. Service in the armed forces of any country or international authority;
- 3. Suicide or intentionally self-inflicted injury whether the Employee was sane or insane at the time of the suicide or injury.
- 4. Flying in an aircraft owned, operated, leased or chartered by the Policyholder;
- 5. Participation in, or in consequence of having participated in, the commission of any felony;
- 6. Sickness or disease, or infection, except infections which result from an accidental injury or infections which result from accidental, involuntary or an unintentional ingestion of a contaminated substance.
- 7. Intentionally taking a narcotic, drug, barbiturate, hallucinogenic drug or any combination of these when not part of a professional medical treatment plan.
- 8. Intoxication by the intentional use of alcohol. Intoxication means that which is defined and determined by the laws of the state where the loss or cause of the loss was incurred.

#### **BENEFICIARY PROVISION**

The beneficiary shall be as shown in the Employee's enrollment form for this coverage. The Employee may change a beneficiary at any time by sending a written request to us unless an irrevocable beneficiary has been named.

A change of beneficiary will not take effect until it is recorded by us. When the change is so recorded, it will take effect as of the date that the written request was signed, whether or not the Employee is living when the change is recorded. We will not be liable for any proceeds paid prior to such recording.

#### WAIVER OF PREMIUM PROVISION

The premium for insurance for the Employee will be waived in certain situations. He must become entitled to receive Total Disability Weekly Benefits under the Policy. His total disability must have existed for at least 90 days in a row. If these two conditions are met, we will waive each monthly premium due for his insurance after his first 90 days of Total Disability. When he is no longer Totally Disabled, premiums must be paid as they become due.

#### **GENERAL PROVISIONS**

**1. Entire Contract:** This Policy and the application of the Policyholder, a copy of which is attached hereto, constitute the entire contract between the parties.

All statements made by the insured Employee shall be deemed representations and not warranties and no statement made by an insured Employee shall avoid the insurance or be used in defense to a claim hereunder unless a copy of the instrument containing such statement is or has been furnished to such Employee.

2. Amendment and Alteration of the Contract: This Policy may be amended or changed at any time, subject to the laws of the jurisdiction in which it is delivered, without the consent of the Employees insured hereunder by written agreement between the Policyholder and the Company.

Only the President, a Vice President, the Secretary or an Assistant Secretary of the Company has power to change, modify or waive the provisions of this Policy, and then only in writing. The Company shall not be bound by any promise or representation heretofore or hereafter made by or to any agent or person other than as above.

- **3. Notice of Claim:** Written notice of a claim must be given to us within 20 days after a loss starts or as soon as reasonably possible. Such notice may be given to Our Home Office or to any of our authorized agents. Such notice should include the Employee's name.
- **4. Claim Forms:** Upon receipt of notice of claim, we will send the forms for filing proof of loss. If these forms are not furnished within 15 days, the Employee will have met the proof of loss requirements by giving Us a written statement of the nature and extent of the claim within the time stated below for Proofs of Loss.
- **5. Proofs of Loss:** Written proof of loss for a periodic payment due for a continuing loss must be given to us within 90 days after the end of each period for which We are liable. For any other loss, written proof of loss must be given within 90 days after such loss.

If it was not reasonably possible for the Employee to give such proof within the time required, we shall not reduce the claim for such reason if the proof is filed as soon as reasonably possible. Such proof must be given no later than one year from the time specified above unless lack of legal capacity prevents it.

- **6. Time of Payment of Claim:** After receiving written proof of loss, we will pay at the end of each 7 days all benefits for the Employee's continuing disability for which we are liable. Any balance unpaid at the end of the disability will be paid as soon as we receive written proof. Benefits for any other loss covered by the Policy will be paid as soon as we receive proper written proof.
- **7. Payment of Claim:** Subject to due proof of loss, benefits will be paid each week during any period for which we are liable. Any balance unpaid at the termination of such period will be paid upon receipt of due proof.

All benefits will be paid to the Employee. However, in the following cases we may pay up to \$1,000 to any relative by blood or connection by marriage of the Employee who is deemed by Us to be fairly entitled thereto:

- (a) when the benefit is payable to his estate;
- (b) when the benefit is payable to a minor;
- (c) when the benefit is payable to anyone else that is not legally competent.

Any payment made by us in good faith under this provision shall fully discharge Us to the extent of such payment.

- 8. Physical Examination and Autopsy: We shall have the right at our expense to have the Employee examined as often as is reasonably necessary while a claim is pending. Benefits shall cease if the Employee does not submit to an examination when reasonably requested by us. At our own expense, we may have an autopsy made unless prohibited by law.
- **9. Legal Actions:** No legal action may be taken to recover on the Policy within 60 days after written proof of loss has been given as required by the Policy. No legal action may be taken after 3 years from the time written proof of loss is required to be given.

#### **GENERAL PROVISIONS**

- **10. Misstatement of Age:** If the Employee's age has been misstated, we shall adjust the premium. If his amount of insurance would be affected by such misstatement of age, it shall be adjusted to that to which he would have been entitled at his correct age. The adjustment in premium shall be based on such adjusted amount of insurance.
- **11. No Assignment:** The Employee's Certificate of Insurance cannot be assigned. The benefits cannot be assigned prior to a loss.
- **12. Incontestability:** We may contest the validity of the Employee's insurance only if:
  - (a) we contest a statement made by him relating to his insurability within 2 years of the date his insurance initially became effective or within 2 years of the effective date of an increase in the benefit amount; and
  - (b) the statement is in writing and signed by him.
- **13. Reinstatement:** If any renewal premium is not paid within the grace period, this Policy will lapse. Later acceptance of the premium by us or by our agent authorized to accept premiums, without requiring an application for reinstatement, will reinstate this Policy.

If we or our agent require an application, the Policyholder will be given a conditional receipt for the premium. If the application is later approved by us, this Policy will be reinstated as of the date of our approval. If not approved by us, this Policy will be reinstated on the 45th day after the date of the conditional receipt unless we have already given the Policyholder written notice of its disapproval.

After reinstatement, this Policy will cover only [(i)] a total disability that results from an injury sustained after the date of reinstatement or a sickness that begins more than 10 days after such date. [or (ii) a loss that results from an accident so long as the accident occurs after the date of reinstatement.]

In all other respects the Employee's rights and our rights will stay the same, subject to any provisions that are endorsed on or attached to this Policy at the time of reinstatement.

**14.** Conformity With State Statutes: Any provision of the Policy which, on its effective date, is in conflict with a law of the state in which the Policy is delivered is hereby amended to conform to the minimum requirements of said law.

Group Non-occupational Short Term Disability Insurance and
Accidental Death and Dismemberment Insurance
Renewable at the Option of the Company

**Illinois Mutual Life Insurance Company** 

Home Office 300 S.W. Adams Street Peoria, IL 61634 Phone 800.437.7355



# FOR INFORMATION, OR TO MAKE A COMPLAINT, CALL 800-437-7355

If you need information about your insurance, or should any dispute arise about your premium or about a claim that you have filed, call Illinois Mutual Life Insurance Company at the toll-free number listed above or contact the Arkansas Insurance Department, 1200 West Third Street, Little Rock, AR 72201 or toll-free at 1-800-282-9134.

# A Mutual Life Insurance Company

# GROUP INSURANCE PLAN CERTIFICATE OF INSURANCE

# Non-occupational Short Term Disability Income Insurance and Accidental Death and Dismemberment Insurance

This Certificate is issued to all employees of the Employers who become eligible for benefits, subject to the provisions of Policy, as described in this certificate.

**Employee** [John Doe] **Certificate No.** [0001]

Effective Date [October 1, 2012]

**Employer** [ABC Company]

# **BENEFIT SCHEDULE**

Class A Class Description Full-time active employees working [30] or more hours per week, Ages [18-67]

**Qualifying Period** 

[30-90] days

**Elimination Period** 

Accident [8] Days Sickness [8] Days

#### **Maximum Total Disability Benefit Period**

#### **Total Disability Weekly Benefit**

\*Weekly Benefit cannot exceed 66 2/3% of Your Basic Weekly Earnings

**Maximum Accidental Death and Dismemberment Benefit** [\$10,000]

Waiver of Premium [Included]

This Certificate of Insurance is intended to present the Group Plan in non-technical language. As a Certificate of Insurance, it explains but it is not the contract of insurance which has been issued to and is in the possession of the Employer at its Home Office.

#### Illinois Mutual Life Insurance Company

Home Office 300 S.W. Adams Street Peoria, IL 61634 Phone 800.437.7355

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#### **DEFINITIONS**

**Actively at Work** means you are performing all of the duties of your job with the Participating Employer at least [30] hours per week.

**Basic Weekly Earnings** means your rate of earnings from the Employer in effect immediately prior to the date your Total Disability begins. It does not include bonuses, overtime pay and other extra compensation other than commissions. Commissions will be averaged over the 12 month period prior to the date your Total Disability begins.

Coverage Date means the date which your coverage under the Policy begins.

Effective Date means the date on which the Policy becomes effective.

**Elimination Period** means the number of continuous days you must be Totally Disabled before benefits begin to accrue and become payable. No benefits are payable for the Elimination Period. The Elimination Period may be different for disabilities due to Sickness than it is for Injury.

**Employee** means a person directly employed in the regular business of, and compensated for service by, the Employer. A director of a corporate employer shall not be deemed an Employee solely because of such directorship.

**Employer** means the employer who has agreed to provide group insurance benefits to its employees.

**Injury** means accidental bodily injury independent of disease, sickness or bodily infirmity that you sustain while your coverage is in force and which does not arise out of any employment for wage or profit.

**Physician** means a doctor or practitioner, other than you or a member of your immediate family, who is duly licensed by the proper authority and who is practicing within the scope of his license.

**Policy** means the group policy issued to the Employer which provides the coverage described in this Certificate.

Pregnancy includes childbirth, miscarriages, and complications of Pregnancy.

**Qualifying Period** means the number of continuous days as stated in the Schedule of Benefits you are at Actively at Work before your Coverage Date may begin if you apply for coverage under the Policy.

**Regular Care of a Physician** means treatment, consultations and diagnostic services provided by a Physician whose specialty is suitable for the condition causing your disability. Such care must be received in-person at a frequency that is appropriate for your Injury or Sickness according to accepted medical standards. We may waive this regular care requirement upon receipt of reasonable proof that such care is no longer appropriate for the Injury or Sickness causing your disability.

**Sickness** means an illness, disease, or physical condition of you which first manifests itself while your coverage is in force and which does not arise out of any employment for wage or profit. Pregnancy is covered as any other sickness for the purpose of providing benefits under this Policy, subject to all Policy provisions.

**Total Disability** for any one period of disability, starting while your coverage is in force, means, as a result of Injury or Sickness, your inability to engage in any occupation for which you are or for which you become qualified by education, training, or experience. To be Totally Disabled, you must be under the Regular Care of a Physician. Only one Total Disability benefit will be payable at any one time even if you are Totally Disabled because of multiple causes.

We, Us and Our mean Illinois Mutual Life Insurance Company or the Company.

You and Your refers to the insured Employee named in the Schedule.

#### YOUR ELIGIBILITY FOR GROUP COVERAGE

You become eligible:

- (a) on the Effective Date of the Policy, if you are within the eligible classes insured; or
- (b) on the day immediately following completion of the required Qualifying Period, if you are within the eligible classes after the Effective Date of the Policy.

#### YOUR GROUP COVERAGE BEGINS

Your coverage begins:

- (a) on the date you become eligible, if you have made application on or before said date.
- (b) on the date you make application, if you have made application within 31 days after you became eligible.
- (c) on the date we approve your evidence of insurability, if you make application more than 31 days after the date you first became eligible.

Your coverage does not begin unless you are Actively at Work. If you are not Actively at Work, your coverage begins on the first day you are Actively at Work.

#### YOUR COVERAGE TERMINATES

Your coverage terminates immediately upon the earliest of the following dates:

- (a) the date your employment is terminated with the Employer. Your employment is deemed terminated if you are no longer Actively At Work except for periods during which you are eligible for Total Disability Weekly Benefit;
- (b) the date the Employer terminates coverage under the Policy;
- (c) when you fail to make a premium payment when due; or
- (d) when you cease to be within a class eligible for insurance.

Termination of the Policy will not affect any claim you may have for a loss that begins prior to the termination of the Policy.

#### NON-OCCUPATIONAL DISABILITY INCOME BENEFITS

#### **Total Disability Weekly Benefit**

If Injury or Sickness causes your Total Disability, we shall pay you the Total Disability Weekly Benefit shown in the Schedule which you elected. However, in no event shall this Benefit be more than 66 2/3% of your Basic Weekly Earnings. This Benefit shall be paid to you after the Elimination Period shown in the Schedule has been satisfied. This Benefit shall be paid to you for as long as you are Totally Disabled up to the Maximum Total Disability Benefit Period shown in the Schedule for any one period of Total Disability.

If termination of insurance coverage occurs during a period of Total Disability, benefits will continue to be paid until the earliest of:

- 1. the date your Total Disability ends; or
- 2. the Maximum Total Disability Benefit Period has been reached.

However, any Total Disability Weekly Benefit payable to you under the Policy will be reduced by the amount of any other income benefits which you receive or are eligible to receive. Other income benefits are:

- 1. [retirement pension benefits to the extent paid for by the Employee under
  - a. any plan of a federal, state, county or municipal retirement system, if such pension benefits include any credit for employment with the Employer; or
  - b. any plan which the Employer sponsors, or makes or has made contributions][ and.
- 2. disability benefits under any plan of a federal, state, county or municipal retirement system, if such benefits include any credit for employment with the Employer; and
- 3. disability benefits under the United States Social Security Act, the Railroad Retirement Act or under any similar United States or Canadian plan or act; and

#### **NON-OCCUPATIONAL DISABILITY INCOME BENEFITS (cont.)**

- 4. unemployment compensation under any state or federal law; and
- 5. disability benefits under any individual or group disability policy paid for by the Policyholder and purchased on or after the Effective Date of the Policy; and
- 6. amounts received under any salary continuation, paid time off or accumulated sick leave plan sponsored by the Policyholder. This includes donated or lump sum sick leave benefits or paid time off. 1

[The Total Disability Weekly Benefit will never be less than [\$50].]

For any period of Total Disability for which a Benefit is payable that is less than a full week, the benefit will be prorated. Proration will be determined by dividing the amount of your Total Disability Weekly Benefit by 7 and multiplying this amount by the number of days you are Totally Disabled.

#### **Recurrent Disability**

A recurrence of your Total Disability from the same or related causes will be considered a continuation of the prior period unless you have been engaged in any gainful occupation for more than 14 continuous days. You must be reasonably fitted and have been performing all of the substantial and material duties of that occupation.

If your Total Disability is treated as a recurrent Total Disability of the prior period, it will not be subject to a new Elimination Period or a new Maximum Total Disability Benefit Period.

#### PRE-EXISTING CONDITION LIMITATION

During the first 12 months after Your Coverage Date, we will not pay benefits:

- (a) for any condition diagnosed or treated by a physician within 12 months prior to Your Coverage Date; or
- (b) for any condition which caused symptoms within 12 months prior to Your Coverage Date that would have caused an ordinarily prudent person to seek medical diagnosis, care or treatment.

In the event you apply for an increased benefit level, we will not pay benefits on the increased portion of the benefit level during the first 12 months after the effective date of your increased benefit level for any condition diagnosed or treated by a physician or for any condition which caused symptoms within 12 months prior to the effective date of your increased benefit level that would have caused an ordinarily prudent person to seek medical diagnosis, care or treatment.

#### **EXCEPTIONS AND LIMITATIONS**

- 1. Your coverage does not insure against or pay benefits for any disability which is caused by or is the result of:
  - (a) intentionally self-inflicted injuries or attempted suicide, while sane or insane; or
  - (b) his commission of a felony; or
  - (c) war or act of war, whether declared or undeclared; or
  - (d) injury or sickness arising out of or in the course of any employment for wage or profit.

#### ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT

An Accidental Death and Dismemberment Benefit will be payable up to the Accidental Death and Dismemberment Benefit stated on the Schedule, provided such loss:

- 1. results from Injury, independently of disease [or Sickness]; and
- 2. is caused by an accident that occurs while this Benefit is in force; and
- 3. occurs within 90 days of that accident.

#### ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT (cont.)

A percentage of this Benefit will be paid to the Employee as follows:

Loss of Life	100%
Loss of Both Hands or Both Feet	100%
Loss of Entire Sight of Both Eyes	100%
Loss of One Hand and One Foot	100%
Loss of One Hand and the Entire Sight of One Eye	100%
Loss of One Foot and the Entire Sight of One Eye	100%
Loss of One Hand or One Foot	50%
Loss of Entire Sight of One Eye	50%

For this Benefit to be payable, Loss means:

- 1. with reference to hand or foot, complete loss of the use of the hand, or foot; and
- 2. with reference to eye, irrecoverable loss of the entire sight of the eye.

If you suffer more than one of the above losses as a result of the same accident, the Benefit provided will be paid only for the greatest loss.

This Benefit will be paid to you, if living; otherwise to the named Beneficiary. If no Beneficiary is named, the Benefit will be paid to your estate.

The Accidental Death and Dismemberment Benefit will provide no Benefit for any loss caused by, or resulting from:

- 1. Declared or undeclared war or any act of war;
- 2. Service in the armed forces of any country or international authority;
- 3. Suicide or intentionally self-inflicted injury whether the Employee was sane or insane at the time of the suicide or injury.
- 4. Flying in an aircraft owned, operated, leased or chartered by the Employer;
- 5. Participation in, or in consequence of having participated in, the commission of any felony;
- 6. Sickness or disease, or infection, except infections which result from an accidental injury or infections which result from accidental, involuntary or an unintentional ingestion of a contaminated substance.
- 7. Intentionally taking a narcotic, drug, barbiturate, hallucinogenic drug or any combination of these when not part of a professional medical treatment plan.
- 8. Intoxication by the intentional use of alcohol. Intoxication means that which is defined and determined by the laws of the state where the loss or cause of the loss was incurred.

#### **BENEFICIARY PROVISION**

The beneficiary shall be as shown in your enrollment form for this coverage. You may change a beneficiary at any time by sending a written request to us unless an irrevocable beneficiary has been named.

A change of beneficiary will not take effect until it is recorded by us. When the change is so recorded, it will take effect as of the date that the written request was signed, whether or not you are living when the change is recorded. We will not be liable for any proceeds paid prior to such recording.

#### **WAIVER OF PREMIUM PROVISION**

The premium for insurance for you will be waived in certain situations. You must become entitled to receive Total Disability Weekly Benefits under the Policy. Your Total Disability must have existed for at least 90 days in a row. If these two conditions are met, we will waive each monthly premium due for your insurance after your first 90 days of Total Disability. When you are no longer Totally Disabled, premiums must be paid as they become due

#### **GENERAL PROVISIONS**

- 1. Notice of Claim: Written notice of a claim must be given to us within 20 days after a loss starts or as soon as reasonably possible. Such notice may be given to our Home Office or to any of our authorized agents. Such notice should include your name.
- 2. Claim Forms: Upon receipt of notice of claim, we will send the forms for filing proof of loss. If these forms are not furnished within 15 days, you will have met the proof of loss requirements by giving us a written statement of the nature and extent of the claim within the time stated below for Proofs of Loss.
- **3. Proofs of Loss:** Written proof of loss for a periodic payment due for a continuing loss must be given to us within 90 days after the end of each period for which we are liable. For any other loss, written proof of loss must be given within 90 days after such loss.

If it was not reasonably possible for you to give such proof within the time required, we shall not reduce the claim for such reason if the proof is filed as soon as reasonably possible. Such proof must be given no later than one year from the time specified above unless lack of legal capacity prevents it.

- 4. Time of Payment of Claim: After receiving written proof of loss, we will pay at the end of each 7 days all benefits for your continuing disability for which we are liable. Any balance unpaid at the end of the disability will be paid as soon as we receive written proof. Benefits for any other loss covered by the Policy will be paid as soon as we receive proper written proof.
- **5. Payment of Claim:** Subject to due proof of loss, benefits will be paid each week during any period for which we are liable. Any balance unpaid at the termination of such period will be paid upon receipt of due proof.

All benefits will be paid to you. However, in the following cases we may pay up to \$1,000 to any relative by blood or connection by marriage of yours who is deemed by us to be fairly entitled thereto:

- (a) when the benefit is payable to your estate;
- (b) when the benefit is payable to a minor;
- (c) when the benefit is payable to anyone else that is not legally competent.

Any payment made by us in good faith under this provision shall fully discharge us to the extent of such payment.

- **6. Physical Examination and Autopsy:** We shall have the right at our expense to have you examined as often as is reasonably necessary while a claim is pending. Benefits shall cease if you do not submit to an examination when reasonably requested by us. At our own expense, we may have an autopsy made unless prohibited by law.
- **7. Legal Actions:** No legal action may be taken to recover on the Policy within 60 days after written proof of loss has been given as required by the Policy. No legal action may be taken after 3 years from the time written proof of loss is required to be given.
- **8. Misstatement of Age:** If your age has been misstated, we shall adjust the premium. If your amount of insurance would be affected by such misstatement of age, it shall be adjusted to that to which you would have been entitled at your correct age. The adjustment in premium shall be based on such adjusted amount of insurance.
- **9. No Assignment:** Your Certificate of Insurance cannot be assigned. The benefits cannot be assigned prior to a loss.
- **10. Incontestability:** We may contest the validity of your insurance only if:
  - (a) we contest a statement made by you relating to your insurability within 2 years of the date your insurance initially became effective or within 2 years of the effective date of an increase in the benefit amount; and
  - (b) the statement is in writing and signed by you.
- **11. Reinstatement:** If any renewal premium is not paid within the grace period, this Policy will lapse. Later acceptance of the premium by us or by our agent authorized to accept premiums, without requiring an application for reinstatement, will reinstate this Policy.

If we or our agent require an application, the Policyholder will be given a conditional receipt for the premium. If the application is later approved by us, this Policy will be reinstated as of the date of our approval. If not approved by

#### **GENERAL PROVISIONS**

us, this Policy will be reinstated on the 45th day after the date of the conditional receipt unless we have already given the Policyholder written notice of its disapproval.

After reinstatement, this Policy will cover only [(a)] a Total Disability that results from an Injury sustained after the date of reinstatement or a Sickness that begins more than 10 days

after such date[; or

(b) a loss that results from an accident so long as the accident occurs after the date of reinstatement.]

In all other respects your rights and our rights will stay the same, subject to any provisions that are endorsed on or attached to this Policy at the time of reinstatement.

**12.** Conformity With State Statutes: Any provision of the Policy which, on its effective date, is in conflict with a law of the state in which the Policy is delivered is hereby amended to conform to the minimum requirements of said law.

Non-occupational Short Term Disability Income Insurance and
Accidental Death and Dismemberment Insurance
Renewable at the Option of the Company

**Illinois Mutual Life Insurance Company** 

Home Office 300 S.W. Adams Street Peoria, IL 61634 Phone 800.437.7355



# **Application for Group Insurance**

Application is made for a policy of group insurance to be issued in consideration of the payment of premium and the statements made herein.

1. Employer Information					
a. Full Legal Name of Employer					
b. Telephone Number ( )	c. Employer's Federal T	ax ID Number			
d. Type of Business					
e. Address					
STREET	CITY	STATE	ZIP CODE		
f. Administrative Correspondence with the em	iployer should be addressed to:				
NAME	<del></del>	TITLE			
g. Nature of Business					
h. Requested Effective Date (12:01 a.m.): Company at its Home Office on the 1st Day		Subject to accept	ance by the		
i. Premiums are to be paid monthly.					
j. Are there subsidiary or affiliate businesses of	covered under this plan?   Yes	s 🗆 No			
If Yes, please state name and nature of each	h subsidiary or affiliate				
k. Are separate billings required?	No If Yes, please provide billi	ng instructions.			
Will the requested insurance replace existin carrier, and proposed termination date			me of existing		
2. Employee Eligibility					
a. The normal work week for full-time employees via Eligibility: All regular full-time employees via		s per week.			
b. Number of Eligible Employees c. Number of Enrolled Employees					
d. Are there any ineligible classes or divisions	s? ☐ Yes ☐ No If Yes, pleas	se describe:			
e. Are any eligible employees disabled at this	time? ☐ Yes ☐ No If Yes, ¡	please describe:			
f. Is a Section 125 Plan in effect? ☐ Yes ☐	No g. Will this Plan be subje	ect to the Section 125 Pla	an? □ Yes □ No		

Form VSTD11 APP Page 1 (9/11)

<ol><li>Voluntary Short Term Disability Benefit Leve</li></ol>	vel	Benefit L	Disability	Term	/ Short	Voluntary	3.
--	-----	-----------	------------	------	---------	-----------	----

3. Voluntary Sho		•	fit Level				
(a.) Employer's	Plan Selecte	ed	_				
<u>Plan</u>	Eliminati Accident	ion Period <u>Sickness</u>	Maximum Total Disability Benefit Period	<u>Plan</u>	Eliminati Accident	on Period <u>Sickness</u>	Maximum Total Disability Benefit Period
A	0 Days	7 Days	13 Weeks	<u>—</u>	7 Days	7 Days	26 Weeks
В	7 Days	7 Days	13 Weeks	F	14 Days	14 Days	26 Weeks
С	14 Days	14 Days	13 Weeks	G	14 Days	14 Days	52 Weeks
D	0 Days	7 Days	26 Weeks	Н	30 Days	30 Days	52 Weeks
under a group pol Quotations were to be determined on If the initial depos Illinois Mutual's curequested. In the authority to guarant Notice: Insurance statement for you and date on this a	AREFULLY ne insurance being issued to the basis of the ba	proposal dathe actual conequal to the difference of the actual to the actual to the actual to the difference of the actual to th	er.  Ta submitted to Illino mposition of the group of the	ois Mutual Loup of pers mium, and ne terms of original de ance. rning stater your state	ife Insurance ons who become the requesthe policy structure. Only I ment. Please is not listed)	e Company. come insurer sted insurar nall be effect llinois Mutu- e refer to the	I Life Insurance Compan Final premium rates wid.  nce is acceptable undetive on the effective datal's home office has the specific fraud warning below. Your signaturstate of residence and,
applicable, the sta			-				
Dated at	CITY/S			this			, 20
	CITTA	STATE				DATE	
SIGNA	TURE OF EMPLOY	ÆR	TITL	E		WI	TNESS
5. Agent's Repor	t						
a. Initial Deposit (I	Minimum first	month's pre	mium is required.):	\$		-	
			risability Income co				☐ Yes ☐ No
			an employee not a				
	or be placed	concurrently	with this plan(s)?	☐ Yes ☐	No If Yes,	please des	is application that will cribe the benefit

Form VSTD11 APP Page 2 (9/11)

Date \_\_\_\_\_

e. Is Agent or Broker licensed in the State of this group for the types of insurance solicited?  $\square$  Yes  $\square$  No f. To the best of the Agent's or Broker's knowledge, replacement  $\square$  is  $\square$  is not involved with this transaction

g. Print name of Agent/Broker \_\_\_\_\_

h. Signature of Agent/Broker \_\_\_\_\_

GENERAL FRAUD STATEMENT: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit, or knowingly presents false information in an application for insurance, is guilty of a crime and may be subject to fines and confinement in prison.

For residents of Arkansas, Louisiana and West Virginia: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

For residents of Colorado: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

For residents of Kentucky: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

For residents of Maine, Tennessee, Virginia and Washington: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

For residents of New Mexico: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.

For residents of Ohio: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

For residents of Oklahoma: WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

For residents of Pennsylvania: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Underwritten by: Illinois Mutual Life Insurance Company
Home Office 300 S.W. Adams Street Peoria, IL 61634 Phone 309.674.8255

Form VSTD11 APP Page 3 (9/11)



300 S.W. Adams Street Peoria, IL 61634 800.437.7355

# **Application – Evidence of Insurability**

This form must be completed and submitted with the enrollment form after the expiration of the initial eligibility period.

1. Name of Applicant		Group No.	
LAST	FIRST	MI	
2. Address	CITY	STATE	ZIP CODE
3. Occupation			
4. Have you been actively at work for the last		provide details:	
5. Health Questions			
a. Height ft in. b. Wei	ght lbs. c. Amount	of weight lost in past ye	ar lbs.
<ul><li>d. In the last 5 years, have you had or been to (1) Cancer, high blood pressure, diabetes,</li><li>(2) Disorder of the back, muscles, knees,</li></ul>	hepatitis, mental illness, arthritis o	or deformity?	for:  Yes No Yes No
e. Has a medical practitioner diagnosed you Syndrome (AIDS) or AIDS Related Comple		ed Immune Deficiency	☐ Yes ☐ No
f. Have you ever been treated or counseled f marijuana or other controlled substances, e		eroin, cocaine,	☐ Yes ☐ No
g. In the last 5 years, have you had any treat any prescription medication not indicated a		have you been on	☐ Yes ☐ No
h. Provide details to Questions c - g which ha	ave been answered Yes. (Attach ac	dditional sheet if needed	)
Illness, Injury  Question # or Other Date	Details, Length of Disability and Degree of Recovery	Complete Name of Physic	cian, Hospital <u>Address</u>
I agree and understand that I will not be insure required premium has been received. <b>Authorization:</b> I hereby authorize any physicallity, Veteran's Administration, MIB, Inc., Socor reinsuring company, or insurance support such information to Illinois Mutual Life Insuran presenting this Authorization or a photocopy. Trepresentatives may obtain medical and other	sician, medical practitioner, hospital cial Security Administration, my emp t organization, who possesses med nce Company, hereinafter called the he Company, its reinsurers, insurance	I, clinic, other medical of ployer, consumer reporting dical or other information e Company, or its legal in the support organizations	or medically related g agency, insurance n on me to furnish representative upon and their authorized
benefits under an existing policy. This Author illness. I understand that the Company or its re whom I have applied or may apply for coverage	ization shall include information coi insurers may make a brief report cor	ncerning drugs, alcoholis	sm, AIDS or mental
I have read this Authorization and understar Authorization shall be valid for two years from t		request. I understand	and agree that this
<b>Notice:</b> Insurance applicants must acknowl statement for your state (or the General Frand date on this application indicates that yo applicable, the state in which this application	aud Statement if your state is not ou acknowledge the fraud warning a	listed) as indicated bel	ow. Your signature
Signed at			
CITY/STATE		GNATURE OF PROPOSED INSUI	RED
Date			Page 1 (9/11)

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GENERAL FRAUD STATEMENT: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit, or knowingly presents false information in an application for insurance, is guilty of a crime and may be subject to fines and confinement in prison.

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For residents of New Mexico: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.

For residents of Ohio: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

For residents of Oklahoma: WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

For residents of Pennsylvania: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Underwritten by: Illinois Mutual Life Insurance Company
Home Office 300 S.W. Adams Street Peoria, IL 61634 Phone 309.674.8255

Form VSTD11 EI Page 2 (9/11)



300 S.W. Adams Street Peoria, IL 61634 800.437.7355

## Voluntary Short Term Disability Employee Enrollment Form

Name of Employer				
Name				th
			MI	
Address	EET	CITY	STATE	ZIP CODE
Social Security Number	r	Date Er	mployed Full-Time	
Coverage Effective Dat	e	Occupa	ation	
		Hours worked per week		
Deficilitially			Relationship	
BENEFIT LEVELS Check the Benefit Leve	el (1-10) that meets y	our needs from the chart b	pelow.	
<b>-</b>		Your Annual Salary		
Benefit Level	Weekly Benefit	Must Be at Least	BENEFIT LEVE	L SELECTED
□ 1	\$150	\$11,700		
_ □ 2	\$200	\$15,600		
_ 3	\$250	\$19,500		
□ 4	\$300	\$23,400		
□ · □ 5	\$350	\$27,300	Daniel Chilares I access	-
<del></del>	\$400	\$31,200	Benefit Level may no	ot be greater than
□ 6 □ <b>7</b>			66 <sup>2</sup> / <sub>3</sub> % of your Basic	: Weekly Earnings
□ 7	\$450	\$35,000	<b>,</b>	3.
□ 8	\$500	\$39,000		
□ 9	\$550	\$42,900		
□ 10	\$600	\$46,800		
wages to pay the cost of can apply to increase the Notice: Insurance appostatement for your states	of this insurance. I under Benefit Level, sub licants must acknown e (or the General Frans s that you acknowled	nderstand that if I select a ject to proof of my insurab vledge a fraud warning st ud Statement if your state	Benefit Level less than illity, and approval of the atement. Please refer to is not listed) as indicated	cessary contribution from my that for which I am eligible, I Company.  to the specific fraud warning I. Your signature and date on sidence and, if applicable, the
Date	Your	Signature		
If you are refusing cove	erage, sign below and	d return this form to your e	mployer.	
waive my right to be	insured under this prance Company, at r	olan. I am aware that I r	nust furnish evidence o	employer. I hereby wish to of insurability satisfactory to The Company shall have the
Date	Your	· Signature		

Form VSTD11 ENR Page 1 (9/11)

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Underwritten by: Illinois Mutual Life Insurance Company
Home Office 300 S.W. Adams Street Peoria, IL 61634 Phone 309.674.8255

Form VSTD11 ENR Page 2 (9/11)

SERFF Tracking Number: FRCS-127658169 State: Arkansas
Filing Company: Illinois Mutual Life Insurance Company State Tracking Number: 49902

Company Tracking Number: 5606

TOI: H11G Group Health - Disability Income Sub-TOI: H11G.002 Short Term

Product Name: Group VSTD
Project Name/Number: ILMUTUAL/61/61

## **Supporting Document Schedules**

Item Status: Status

Date:

Satisfied - Item: Flesch Certification Approved 10/24/2011

Comments:
Attachments:
AR RDB.pdf
AR Complaint N

AR Complaint Notice.pdf

AR COC.pdf

Item Status: Status

Date:

Satisfied - Item: Application Approved 10/24/2011

**Comments:** 

See Form Schedule

Item Status: Status

Date:

Satisfied - Item: Statement of Variables Approved 10/24/2011

Comments: Attachments:

VSTD11 CER SOV (AR).pdf VSTD11 SOV (AR).pdf

Item Status: Status

Date:

Satisfied - Item: Authorization Approved 10/24/2011

**Comments: Attachment:**AUTHO.pdf

# STATE OF ARKANSAS READABILITY CERTIFICATION

COMPANY NAME: Illinois Mutual Life Insurance Company

This is to certify that the form(s) referenced below has achieved a Flesch Reading Ease Score as indicated below and complies with the requirements of Ark. Stat. Ann. Section 66-3251 through 66-3258, cited as the Life and Disability Insurance Policy Language Simplification Act.

Form Number	Score
VSTD11	52.3
VSTD11 CER	54.4
VSTD11 APP	50.0
VSTD11 EI	52.6
VSTD11 ENR	62.0

Maureen T. Mullville, CLU, FLMI

Vice President of Compliance and

General Counsel

September 15, 2011

Date



#### ARKANSAS IMPORTANT NOTICE

300 S.W. Adams Street Peoria, IL 61634 800.437.7355

The following information is provided as required by Arkansas Act 197 of 1987:

Illinois Mutual Life Insurance Company	Agent
Policy Service Department	Address
300 S.W. Adams Street	
Peoria, IL 61634	ni
(800) 437-7355	Phone

If we at Illinois Mutual Life Insurance Company fail to provide you with reasonable and adequate service, you should feel free to contact:

Arkansas Insurance Department Consumer Services Division 1200 W. Third Street Little Rock, AR 72201-1904 (501) 371-2640 (800) 852-5494

Form 3101 (10/09)

# STATE OF ARKANSAS CERTIFICATION OF COMPLIANCE

Company Name: Illinois Mutual Life Insurance Company

Form Title(s): Group Non-occupational Short Term Disability Insurance Policy, Non-occupational Short Term Disability Income Insurance Certificate, Application for Group Insurance, Application - Evidence of Insurability, Voluntary Short Term Disability Employee Enrollment Form

Form Number(s): VSTD11, VSTD11 CER, VSTD11 APP, VSTD11 EI, VSTD11 ENR

I hereby certify that to the best of my knowledge and belief, the above form(s) and submission complies with Reg. 19, as well as the other laws and regulations of the State of Arkansas.

Maureen T. Mullville, CLU, FLMI

Vice President of Compliance and

General Counsel

September 15, 2011

Date

# Statement of Variable Language for Group Non-occupational Short Term Disability Insurance and Accidental Death and Dismemberment Insurance, Form VSTD11 CER (AR) (September 20, 2011)

Language that is bracketed in the form is intended to be variable. Below is an explanation of those variables.

Page #	Provision/Title	Description of Variable
	Employee Name	John Doe Information
•	Certificate Number	John Doe Information
	Effective Date	John Doe Information
	Employer	John Doe Information
		Employer selection always in accordance with state requirements, if
	in Class Description: 30 (hours	any.
	per week)	
	Age range of full-time active	Employer selection always in accordance with state requirements, if
	employees included in Class Description	any.
	at work	Employer selection always in accordance with state requirements, if any.
	Elimination Period: Accident:	These will vary by plan:
		Plan A: 1st day Plan B: 8th day
		Plan C: 15th day Plan D: 1st day
		Plan E: 8th day Plan F: 15th day Plan G: 8th day Plan H: 15th day
	Elimination Period: Sickness:	These will vary by plan:
	Elimination Feriod: Clothicso.	Plan A: 8th day Plan B: 8th day
		Plan C: 15th day Plan D: 8th day
		Plan E: 8th day Plan F: 15th day
		Plan G: 8th day Plan H: 15th day
	Maximum Total Disability	These will vary by plan:
	Period	Plans A, B and C: 13 weeks
		Plans D, E, and F: 26 weeks Plans G and H: 52 weeks
	Maximum AD&D Benefit	Employer selection always in accordance with state requirements, if
		any
	Waiver of Premium	Employer selection always in accordance with state requirements, if any
3	Definitions of Actively at Work: [30] hours per week	Employer selection always in accordance with state requirements, if any
4-5		Employer selection always in accordance with state requirements, if
	retirement systems and	any
	contributory plans	
5	Total Disability minimum	Employer selection always in accordance with state requirements, if any
	Minimum weekly benefit	Employer selection always in accordance with state requirements, if any
	AD&D Benefit – or sickness	Employer selection always in accordance with state requirements, if any
8	Reinstated policy provisions (a)	Employer selection always in accordance with state requirements, if any
	Reinstated policy provisions (b)	Employer selection always in accordance with state requirements, if any

# Statement of Variable Language for Group Non-occupational Short Term Disability Insurance and Accidental Death and Dismemberment Insurance, Form VSTD11 (AR) (September 15, 2011)

Language that is bracketed in the form is intended to be variable. Below is an explanation of those variables.

Page #	Provision/Title	Description of Variable
1	Policyholder Name	John Doe Information
	Date of Issue	John Doe Information
	Policy No.	John Doe Information
	Policy Anniversary	12 Months after Date of Issue
	Premium Due Date	Same as Date of Issue
3	Class A – Full-time active employee	Employer selection always in accordance with state requirements, if any
	Class A – Ages	Employer selection always in accordance with state requirements, if any
	Qualifying Period	Employer selection always in accordance with state requirements, if any
	Benefit Schedule	Employer selection of one or more of the plans shown
	AD&D Benefit	Employer selection always in accordance with state requirements, if any
	Waiver of Premium	Employer selection always in accordance with state requirements, if any
	Premium Schedule	Employer selection of one or more of the plans shown
4	Definitions of Actively at Work: 30 (hours per week)	Employer selection always in accordance with state requirements, if any
6	Employees Eligible for Insurance – Continuous employment period	Employer selection always in accordance with state requirements, if any
	Employees Eligible for Insurance – hours per week	Employer selection always in accordance with state requirements, if any
	Employees Eligible for Insurance – qualification for new employees	Employer selection always in accordance with state requirements, if any
	Benefits reduced for pensions, retirement systems and contributory plans	Employer selection always in accordance with state requirements, if any
8	Total Disability minimum	Employer selection always in accordance with state requirements, if any
	Minimum weekly benefit	Employer selection always in accordance with state requirements, if any
11	Reinstated policy provisions (i)	Employer selection always in accordance with state requirements, if any
	Reinstated policy provision (ii)	Employer selection always in accordance with state requirements, if any

To: The Insurance Commissioner

#### Authorization

This letter, or a copy thereof, will authorize the consulting firm of First Consulting & Administration, Inc., Kansas City, Missouri, to represent this Company in matters before the Insurance Department.

This Authorization shall be valid until revoked by us.

Illinois Mutual Life Insurance Company

By: Maun Mulil

Title: Vice President of Compliance and

General Counsel

SERFF Tracking Number: FRCS-127658169 State: Arkansas
Filing Company: Illinois Mutual Life Insurance Company State Tracking Number: 49902

Company Tracking Number: 5606

TOI: H11G Group Health - Disability Income Sub-TOI: H11G.002 Short Term

Product Name: Group VSTD
Project Name/Number: ILMUTUAL/61/61

## **Superseded Schedule Items**

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Creation Date:	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
09/28/2011	Form	Group Non-occupational Short Term Disability Insurance Policy	10/20/2011	Form VSTD11 (AR).pdf (Superceded)
09/28/2011	Form	Non-occupational Short Term Disability Income Insurance Certificate	10/20/2011	Form VSTD11 CER (AR).pdf (Superceded)



### **A Mutual Life Insurance Company**

Policyholder [ABC COMPANY] Date of Issue [October 1, 2012]

Policy No. [0001] Policy Anniversary [October 1, 2013]

and annually thereafter

State of Delivery Arkansas

Premium Due Date [October 1, 2012 and monthly thereafter]

**THE COMPANY AGREES TO PAY** the group insurance benefits for each insured Employee of the Policyholder according to the terms of this Policy.

This Policy is issued to the Policyholder in consideration of the application of the Policyholder and the payment of the required premiums. It will take effect on the Date of Issue. This Policy will terminate upon failure to pay any premium before the end of the grace period allowed for payment. It will also terminate after written notice by the Company or by the Policyholder.

Premiums are payable in the amounts determined as stated herein. The first premium is due on the Date of Issue. Renewal Premiums are due as stated above during the continuance of this Policy unless the Policyholder and Illinois Mutual Life Insurance Company agree on some other method of premium payment.

This Policy is delivered in and is governed by the laws of the State of Delivery noted above.

This Policy is signed by our President and Secretary in Peoria, Illinois on the Date of Issue.

FOR INFORMATION, OR TO MAKE A COMPLAINT, CALL 800-437-7355

If you need information about your insurance, or should any dispute arise about your premium or about a claim that you have filed, call Illinois Mutual Life Insurance Company at the toll-free number listed above or contact the Arkansas Insurance Department, 1200 West Third Street, Little Rock, AR 72201 or toll-free at 1-800-282-9134.

Group Non-occupational Short Term Disability Insurance and
Accidental Death and Dismemberment Insurance
Renewable at the Option of the Company

**Illinois Mutual Life Insurance Company** 

Home Office 300 S.W. Adams Street Peoria, IL 61634 Phone 800.437.7355

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#### **BENEFIT SCHEDULE**

Class A Class Description Full-time active employees working [30] or more hours per week, Ages [18-67] Qualifying Period [30-90] Days

			Maximum				Maximum
Elimination Period		<b>Total Disability</b>		<b>Elimination Period</b>		<b>Total Disability</b>	
<u>Plan</u>	<b>Accident</b>	<u>Sickness</u>	<b>Benefit Period</b>	<u>Plan</u>	<b>Accident</b>	<b>Sickness</b>	Benefit Period
[A	0 Days	7 Days	13 Weeks	E	7 Days	7 Days	26 Weeks
В	7 Days	7 Days	13 Weeks	F	14 Days	14 Days	26 Weeks
С	14 Days	14 Days	13 Weeks	G	14 Days	14 Days	52 Weeks
D	0 Days	7 Days	26 Weeks	Н	30 Days	30 Days	52 Weeks

Each Employee may select a Level of Benefit listed below. The Employee's selection is included in the Employee's Enrollment Form and in the Employee's Schedule of Benefits included in his Certificate of Coverage.

Benefit	Weekly*	Minimum	Benefit	Weekly*	Minimum
Level	Benefit	Annual Salary	Level	Benefit	<b>Annual Salary</b>
1	\$150	\$11,700	6	\$400	\$31,200
2	\$200	\$15,600	7	\$450	\$35,000
3	\$250	\$19,500	8	\$500	\$39,000
4	\$300	\$23,400	9	\$550	\$42,900
5	\$350	\$27,300	10	\$600	\$46,800]

<sup>\*</sup>Weekly Benefit cannot exceed 66 2/3% of Employee's Basic Weekly Earnings

**Maximum Accidental Death and Dismemberment Benefit** [\$10,000]

Waiver of Premium [Included]

#### **PREMIUM SCHEDULE**

Premium Rate	es per \$100 of Benefit –	Employee Pays 100%	of Premium	
Age	[Plan A Premium	Plan B Premium	Plan C Premium	Plan D Premium
Under 30	\$8.14	\$7.75	\$6.89	\$9.56
30-34	\$8.38	\$8.00	\$7.02	\$9.91
35-39	\$8.38	\$8.00	\$7.02	\$9.91
40-44	\$8.38	\$8.00	\$7.02	\$9.91
45-49	\$8.85	\$8.38	\$7.41	\$11.45
50-54	\$10.62	\$10.13	\$8.84	\$13.69
55-59	\$12.39	\$11.88	\$10.40	\$16.17
60-64	\$14.51	\$13.88	\$12.22	\$18.88
65-69	\$19.12	\$18.25	\$15.99	\$24.90
Age	Plan E Premium	Plan F Premium	Plan G Premium	Plan H Premium
Under 30	\$9.25	\$8.32	\$10.37	\$8.19
30-34	\$9.75	\$8.71	\$10.81	\$8.50
35-39	\$9.75	\$8.71	\$10.81	\$8.50
40-44	\$9.75	\$8.71	\$10.81	\$8.50
45-49	\$11.13	\$10.01	\$12.39	\$9.74
50-54	\$13.25	\$11.96	\$14.84	\$11.74
55-59	\$15.63	\$14.17	\$17.58	\$13.75
60-64	\$18.38	\$16.51	\$20.60	\$16.23
65-69	\$24.25	\$21.84	\$27.09	\$21.32]

#### **DEFINITIONS**

For all purposes of this Policy:

**Actively at Work** means the Employee is performing all of the duties of his job with the Employer at least [30] hours per week.

**Basic Weekly Earnings** means the Employee's rate of earnings from the Employer in effect immediately prior to the date the Employee's Total Disability begins. It does not include bonuses, overtime pay and other extra compensation other than commissions. Commissions will be averaged over the 12 month period prior to the date of the Employee's Total Disability begins.

Coverage Date means the date which the Employee's coverage under the Policy begins.

Effective Date means the date on which the Policy becomes effective.

**Elimination Period** means the number of continuous days an Employee must be Totally Disabled before benefits begin to accrue and become payable. No benefits are payable for the Elimination Period. The Elimination Period may be different for disabilities due to Sickness than it is for Injury.

**Employee** means a person directly employed in the regular business of, and compensated for service by, the Employer. A director of a corporate employer shall not be deemed an Employee solely because of such directorship.

**Employer** means the entity or person, including any affiliates or subsidiaries named in the application, and who has agreed to provide benefits to its employees as provided in this Policy.

He and Him mean an insured Employee, whether male or female.

**Injury** means accidental bodily injury independent of disease, sickness or bodily infirmity that the Employee sustains while his coverage is in force and which does not arise out of any employment for wage or profit.

**Physician** means a doctor or practitioner, other than the Employee or a member of the Employee's immediate family, who is duly licensed by the proper authority and who is practicing within the scope of the Physician's license.

**Policy** means the group policy issued to the Employer.

**Policy Anniversary** means 12 months after the Date of Issue of this Policy to the Policyholder and each subsequent 12 month period.

Policyholder means the entity or person named in this Policy.

**Pregnancy** includes childbirth, miscarriages, and complications of Pregnancy.

**Qualifying Period** means the number of continuous days as stated in the Schedule of Benefits you are at Actively at Work before your Coverage Date may begin if you apply for coverage under the Policy.

**Regular Care of a Physician** means treatment, consultations and diagnostic services provided by a Physician whose specialty is suitable for the condition causing your disability. Such care must be received in-person at a frequency that is appropriate for the Employee's Injury or Sickness according to accepted medical standards. We may waive this regular care requirement upon receipt of reasonable proof that such care is no longer appropriate for the Injury or Sickness causing the Employee's disability.

**Sickness** means an illness, disease, or physical condition of the Employee which first manifests itself while his coverage is in force and which does not arise out of any employment for wage or profit. Pregnancy is covered as any other sickness for the purpose of providing benefits under this Policy, subject to all Policy provisions.

#### **DEFINITIONS** (cont.)

**Total Disability** for any one period of disability, starting while the Employee's coverage is in force, means, as a result of Sickness or Injury, the Employee's inability to engage in any occupation for which he is qualified or for which he becomes qualified by education, training, or experience.

To be Totally Disabled, the Employee must be under the regular care of a physician. Only one total disability benefit will be payable at any one time even if the Employee is Totally Disabled because of multiple causes.

We, Us and Our mean Illinois Mutual Life Insurance Company or the Company.

#### **PREMIUM PROVISIONS**

**Computation of Premiums:** The premium rates shown in the Schedule shall be used in computing the amounts of premiums due Policyholder under the Policy. However, the Company may, on any of the following dates, establish a new rate upon which further premiums shall be computed:

- 1. any premium due date, provided the rate schedule that is then in effect has been in effect at least 12 months, and the Company notifies the Policyholder at least 31 days in advance of such premium due date: or
- 2. whenever the terms of this Policy are changed.

As of the Effective Date of this Policy, the Company will determine the premiums due for each enrolled Employee based on his age last birthday and the amount of insurance coverage selected.

Thereafter, on each Policy Anniversary:

- 1. a premium adjustment will be made for any Employee whose attained age places him in a higher premium bracket; and/or
- a premium adjustment will be made for any Employee who requests a change in his Benefit Level because of a salary increase/decrease that has occurred for that employee. The Employee must furnish evidence of insurability if his Benefit Level is to be increased. Such changes must be approved by the Company.

Premium adjustments that involve a return of unearned premium, will be returned to the Employee upon receipt by the Company of evidence that such adjustment should be made.

**Payment of Premiums:** All premiums due under this Policy, and any adjustments, are to be paid on or before their due date. Premiums are to be paid at the Home Office of the Company. The payment of any premiums shall keep this insurance in force only through the date just before the next due date, unless otherwise stated herein.

**Grace Period – Termination of Policy:** A grace period of 31 days will be allowed for payment of any premium due after the first. No interest will be due for the grace period. During the grace period this Policy shall stay in force. However, this Policy shall not stay in force during the grace period if the Policyholder has, prior to the premium due date, given written notice to the Company that this coverage is to be terminated on the day immediately preceding such premium due date.

If the Policyholder fails to pay any premium within the grace period, coverage for its Employees shall automatically terminate on the last day of such grace period. The Policyholder shall, nevertheless, be liable to the Company for the payment of all premiums then due and unpaid. This shall include a pro rata premium for the grace period.

Written notice may be given by the Policyholder to the Company during the grace period that its coverage is to be terminated before the expiration of the grace period. If so, coverage shall be terminated as of the later of:

- 1. the date of receipt of such written notice by the Company, or
- 2. the date specified by the Policyholder for such termination.

#### PREMIUM PROVISIONS (cont.)

The Policyholder shall be liable to the Company for the payment of all premiums then due and unpaid. This shall include a pro rata premium for the period starting with the last premium due date and ending with such date of termination.

The Company may terminate this Policy on the first policy anniversary or on any premium due date thereafter. It may do so if it gives written notice to the Policyholder at least 31 days in advance.

#### **ADMINISTRATION PROVISIONS**

#### **Record of Employees Insured**

The Company shall maintain a record which shall show at all times the following:

- 1. the names of all Employees insured hereunder;
- 2. the date when each Employee became insured;
- 3. the amount for which he is insured;
- 4. the effective date of any increase or decrease in the amount of his insurance;
- 5. information necessary to determine the age of each Employee; and
- 6. such other information as may be required to administer the insurance hereunder.

The Policyholder shall furnish from time to time to the Company such information about Employees becoming insured and terminations of employees as the Company may require. The Company will be allowed to examine the records of the Policyholder relating to this Policy. This may be done at any reasonable time up to 2 years after the cancellation of this Policy, or until settlement of all claims, whichever is later.

Inadvertent error, failure or omission on the part of the Policyholder to report the name of any Employee who has qualified for the insurance hereunder in accordance with the prescribed conditions, or whose amount of insurance is to be changed in accordance with the provisions hereof, shall not deprive such Employee of insurance nor affect the amount thereof. Failure to report the termination of insurance on any Employee shall not be construed as involving or effecting the continuation of such insurance beyond the date of termination determined in accordance with the provisions hereof.

#### **Employee's Certificate**

The Company will issue a Certificate of Insurance for each insured Employee. The Certificate will be delivered to the Employee and shall state the insurance protection. It shall state such limitations or requirements in this Policy as may pertain to the insured Employee.

#### **INSURANCE PROVISIONS**

#### **Employees Eligible for Insurance**

Subject to the provisions of this Policy, each Employee is eligible for insurance from the Effective Date if he:

- 1. has completed a continuous employment period of [0-90] days;
- 2. is a full-time Employee working [30-40] hours per week or more; and
- 3. is between the ages of 18 through 65.

Each person who becomes a full-time Employee after the Effective Date is eligible for insurance on the first day after he completes a continuous employment period of [0-90] days.

#### **Effective Dates of Insurance**

Each Employee who makes a written request for insurance on a Company form shall, subject to the provisions of this Policy, become insured as follows:

- 1. If he makes the request on or before the date he becomes eligible, he shall become insured on the date he becomes eligible.
- 2. If he makes the request within 31 days after the first day he is both eligible and Actively at Work, he shall become insured on the date of the request.

#### **INSURANCE PROVISIONS (cont.)**

3. If he makes the request more than 31 days after the first day on which he is both eligible and Actively at Work, he shall become insured on the date the Company agrees to his insurability.

If an Employee is not Actively at Work as a full-time employee on the date he would otherwise become insured, he will not become insured until the next day on which he is Actively at Work as a full-time employee.

#### **Individual Termination of Insurance**

The insurance on an Employee shall terminate upon the earliest of the following dates:

- the date his employment is terminated with the Employer. An Employee's employment is deemed terminated if he is no longer Actively at Work except for periods during which he is eligible for Total Disability Weekly Benefit;
- 2. the date the Policy is terminated or amended to end coverage for class to which an Employee belongs;
- 3. the date of termination of the Policy; or
- 4. the date of the expiration of the last period for which he has made a contribution, in the event of his failure to make, when due, any contribution toward the payment of premium for insurance to which he has agreed in writing.

Termination of the Policy will not affect any claim that the Employee may have for a loss that begins prior to the termination of the Policy.

#### NON-OCCUPATIONAL DISABILITY INCOME BENEFITS

#### **Total Disability Weekly Benefit**

If injury or sickness causes the Employee's Total Disability, we shall pay him the Total Disability Weekly Benefit shown in the Schedule which he has elected. However, in no event shall this Benefit be more than 66 2/3% of the Employee's Basic Weekly Earnings. This Benefit shall be paid to him after the Elimination Period shown in the Schedule has been satisfied. This Benefit shall be paid to him for as long as he is Totally Disabled up to the Maximum Total Disability Benefit Period shown in the Schedule for any one period of total disability.

If termination of insurance coverage occurs during a period of total disability, benefits will continue to be paid until the earliest of:

- 1. the date his Total Disability ends; or
- 2. the Maximum Total Disability Benefit Period has been reached.

However, any Total Disability Weekly Benefit payable under the Policy will be reduced by the amount of any other income benefits which the Employee receives or is eligible to receive. Other income benefits are:

- 1. [retirement pension benefits to the extent paid for by the Employee under
  - a. any plan of a federal, state, county or municipal retirement system, if such pension benefits include any credit for employment with the Employer; or
  - b. any plan which the Employer sponsors, or makes or has made contributions] [and]
- 2. disability benefits under any plan of a federal, state, county or municipal retirement system, if such benefits include any credit for employment with the Employer; and
- 3. disability benefits under the United States Social Security Act, the Railroad Retirement Act or under any similar United States or Canadian plan or act; and
- 4. unemployment compensation under any state or federal law; and
- 5. disability benefits under any individual or group disability policy paid for by the Policyholder and purchased on or after the Effective Date of the Policy; and
- 6. amounts received under any salary continuation, paid time off or accumulated sick leave plan sponsored by the Policyholder. This includes donated or lump sum sick leave benefits or paid time off.]

#### **NON-OCCUPATIONAL DISABILITY INCOME BENEFITS (cont.)**

[The Total Disability Weekly Benefit will never be less than [\$50].]

For any period of Total Disability for which a Benefit is payable that is less than a full week, the benefit will be prorated. Proration will be determined by dividing the amount of the Employee's Total Disability Weekly Benefit by 7 and multiplying this amount by the number of days he is Totally Disabled.

#### **Recurrent Disability**

A recurrence of the Employee's disability from the same or related causes will be considered a continuation of the prior period unless he has been engaged in any gainful occupation for more than 14 continuous days. The Employee must be reasonably fitted and have been performing all of the substantial and material duties of that occupation.

If the Employee's disability is treated as a recurrent Total Disability of the prior period, it will not be subject to a new Elimination Period or a new Maximum Total Disability Benefit Period.

#### PRE-EXISTING CONDITION LIMITATION

During the first 12 months after the Effective Date of the Employee's coverage, we will not pay benefits:

- (a) for any condition diagnosed or treated by a physician within 12 months prior to the Effective Date; or
- (b) for any condition which caused symptoms within 12 months prior to the Effective Date that would have caused an ordinarily prudent person to seek medical diagnosis, care or treatment.

In the event the Employee applies for an increased Benefit Level, we will not pay benefits on the increased portion of the Benefit Level during the first 12 months prior to the Effective Date of the Employee's increased Benefit Level for any condition diagnosed or treated by a physician within that period or for any condition which caused symptoms within 12 months prior to the Effective Date of the Employee's increased Benefit Level that would have caused an ordinarily prudent person to seek medical diagnosis, care or treatment.

#### **EXCEPTIONS AND LIMITATIONS**

The Employee's coverage does not insure against or pay benefits for any disability which is caused by or is the result of:

- (a) intentionally self-inflicted injuries or attempted suicide, while sane or insane; or
- (b) his commission of a felony; or
- (c) war, declared or undeclared; or
- (d) Injury or Sickness arising out of or in the course of any employment for wage or profit.

#### **ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT**

An Accidental Death and Dismemberment Benefit will be payable up to the Accidental Death and Dismemberment Benefit stated on the Schedule, provided such loss:

- 1. Results from Injury, independent of disease and Sickness; and
- 2. Is caused by an accident that occurs while this Benefit is in force; and
- 3. Occurs within 90 days of that accident.

A percentage of this Benefit will be paid to the Employee as follows:

Loss of Life		100%
Loss of Both Hands or B	oth Feet	100%
Loss of Entire Sight of B	oth Eyes	100%
Loss of One Hand and C	One Foot	100%
Loss of One Hand and tl	ne Entire Sight of One Eye	100%
Loss of One Foot and th	e Entire Sight of One Eye	100%
Loss of One Hand or On	e Foot	50%
Loss of Entire Sight of O	ne Eye	50%

#### **ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT (cont.)**

For this Benefit to be payable, Loss means:

- 1. with reference to hand or foot, complete loss of the use of the hand, or foot; and
- 2. with reference to eye, irrecoverable loss of the entire sight of the eye.

If the Employee suffers more than one of the above losses as a result of the same accident, the Benefit provided will be paid only for the greatest loss.

This Benefit will be paid to the Employee, if living; otherwise to the named Beneficiary. If no Beneficiary is named, the Benefit will be paid to the Estate of the Employee.

The Accidental Death and Dismemberment Benefit will provide no Benefit for any loss caused by or resulting from:

- 1. Declared or undeclared war or any act of war;
- 2. Service in the armed forces of any country or international authority;
- 3. Suicide or intentionally self-inflicted injury whether the Employee was sane or insane at the time of the suicide or injury.
- 4. Flying in an aircraft owned, operated, leased or chartered by the Policyholder;
- 5. Participation in, or in consequence of having participated in, the commission of any felony;
- 6. Sickness or disease, or infection, except infections which result from an accidental injury or infections which result from accidental, involuntary or an unintentional ingestion of a contaminated substance.
- 7. Intentionally taking a narcotic, drug, barbiturate, hallucinogenic drug or any combination of these when not part of a professional medical treatment plan.
- 8. Intoxication by the intentional use of alcohol. Intoxication means that which is defined and determined by the laws of the state where the loss or cause of the loss was incurred.

#### **BENEFICIARY PROVISION**

The beneficiary shall be as shown in the Employee's enrollment form for this coverage. The Employee may change a beneficiary at any time by sending a written request to us unless an irrevocable beneficiary has been named.

A change of beneficiary will not take effect until it is recorded by us. When the change is so recorded, it will take effect as of the date that the written request was signed, whether or not the Employee is living when the change is recorded. We will not be liable for any proceeds paid prior to such recording.

#### WAIVER OF PREMIUM PROVISION

The premium for insurance for the Employee will be waived in certain situations. He must become entitled to receive Total Disability Weekly Benefits under the Policy. His total disability must have existed for at least 90 days in a row. If these two conditions are met, we will waive each monthly premium due for his insurance after his first 90 days of Total Disability. When he is no longer Totally Disabled, premiums must be paid as they become due.

#### **GENERAL PROVISIONS**

**1. Entire Contract:** This Policy and the application of the Policyholder, a copy of which is attached hereto, constitute the entire contract between the parties.

All statements made by the insured Employee shall be deemed representations and not warranties and no statement made by an insured Employee shall avoid the insurance or be used in defense to a claim hereunder unless a copy of the instrument containing such statement is or has been furnished to such Employee.

2. Amendment and Alteration of the Contract: This Policy may be amended or changed at any time, subject to the laws of the jurisdiction in which it is delivered, without the consent of the Employees insured hereunder by written agreement between the Policyholder and the Company.

Only the President, a Vice President, the Secretary or an Assistant Secretary of the Company has power to change, modify or waive the provisions of this Policy, and then only in writing. The Company shall not be bound by any promise or representation heretofore or hereafter made by or to any agent or person other than as above.

- **3. Notice of Claim:** Written notice of a claim must be given to us within 20 days after a loss starts or as soon as reasonably possible. Such notice may be given to Our Home Office or to any of our authorized agents. Such notice should include the Employee's name.
- **4. Claim Forms:** Upon receipt of notice of claim, we will send the forms for filing proof of loss. If these forms are not furnished within 15 days, the Employee will have met the proof of loss requirements by giving Us a written statement of the nature and extent of the claim within the time stated below for Proofs of Loss.
- **5. Proofs of Loss:** Written proof of loss for a periodic payment due for a continuing loss must be given to us within 90 days after the end of each period for which We are liable. For any other loss, written proof of loss must be given within 90 days after such loss.

If it was not reasonably possible for the Employee to give such proof within the time required, we shall not reduce the claim for such reason if the proof is filed as soon as reasonably possible. Such proof must be given no later than one year from the time specified above unless lack of legal capacity prevents it.

- **6. Time of Payment of Claim:** After receiving written proof of loss, we will pay at the end of each 7 days all benefits for the Employee's continuing disability for which we are liable. Any balance unpaid at the end of the disability will be paid as soon as we receive written proof. Benefits for any other loss covered by the Policy will be paid as soon as we receive proper written proof.
- **7. Payment of Claim:** Subject to due proof of loss, benefits will be paid each week during any period for which we are liable. Any balance unpaid at the termination of such period will be paid upon receipt of due proof.

All benefits will be paid to the Employee. However, in the following cases we may pay up to \$1,000 to any relative by blood or connection by marriage of the Employee who is deemed by Us to be fairly entitled thereto:

- (a) when the benefit is payable to his estate;
- (b) when the benefit is payable to a minor;
- (c) when the benefit is payable to anyone else that is not legally competent.

Any payment made by us in good faith under this provision shall fully discharge Us to the extent of such payment.

- 8. Physical Examination and Autopsy: We shall have the right at our expense to have the Employee examined as often as is reasonably necessary while a claim is pending. Benefits shall cease if the Employee does not submit to an examination when reasonably requested by us. At our own expense, we may have an autopsy made unless prohibited by law.
- **9. Legal Actions:** No legal action may be taken to recover on the Policy within 60 days after written proof of loss has been given as required by the Policy. No legal action may be taken after 3 years from the time written proof of loss is required to be given.

#### **GENERAL PROVISIONS**

- **10. Misstatement of Age:** If the Employee's age has been misstated, we shall adjust the premium. If his amount of insurance would be affected by such misstatement of age, it shall be adjusted to that to which he would have been entitled at his correct age. The adjustment in premium shall be based on such adjusted amount of insurance.
- **11. No Assignment:** The Employee's Certificate of Insurance cannot be assigned. The benefits cannot be assigned prior to a loss.
- **12. Incontestability:** We may contest the validity of the Employee's insurance only if:
  - (a) we contest a statement made by him relating to his insurability within 2 years of the date his insurance initially became effective or within 2 years of the effective date of an increase in the benefit amount; and
  - (b) the statement is in writing and signed by him.
- **13. Reinstatement:** If any renewal premium is not paid within the grace period, this Policy will lapse. Later acceptance of the premium by us or by our agent authorized to accept premiums, without requiring an application for reinstatement, will reinstate this Policy.

If we or our agent require an application, the Policyholder will be given a conditional receipt for the premium. If the application is later approved by us, this Policy will be reinstated as of the date of our approval. If not approved by us, this Policy will be reinstated on the 45th day after the date of the conditional receipt unless we have already given the Policyholder written notice of its disapproval.

After reinstatement, this Policy will cover only [(i)] a total disability that results from an injury sustained after the date of reinstatement or a sickness that begins more than 10 days after such date. [or (ii) a loss that results from an accident so long as the accident occurs after the date of reinstatement.]

In all other respects the Employee's rights and our rights will stay the same, subject to any provisions that are endorsed on or attached to this Policy at the time of reinstatement.

**14.** Conformity With State Statutes: Any provision of the Policy which, on its effective date, is in conflict with a law of the state in which the Policy is delivered is hereby amended to conform to the minimum requirements of said law.

Group Non-occupational Short Term Disability Insurance and
Accidental Death and Dismemberment Insurance
Renewable at the Option of the Company

**Illinois Mutual Life Insurance Company** 

Home Office 300 S.W. Adams Street Peoria, IL 61634 Phone 800.437.7355



# FOR INFORMATION, OR TO MAKE A COMPLAINT, CALL 800-437-7355

If you need information about your insurance, or should any dispute arise about your premium or about a claim that you have filed, call Illinois Mutual Life Insurance Company at the toll-free number listed above or contact the Arkansas Insurance Department, 1200 West Third Street, Little Rock, AR 72201 or toll-free at 1-800-282-9134.

#### A Mutual Life Insurance Company

# GROUP INSURANCE PLAN CERTIFICATE OF INSURANCE

# Non-occupational Short Term Disability Income Insurance and Accidental Death and Dismemberment Insurance

This Certificate is issued to all employees of the Employers who become eligible for benefits, subject to the provisions of Policy, as described in this certificate.

**Employee** [John Doe] **Certificate No.** [0001]

Effective Date [October 1, 2012]

**Employer** [ABC Company]

#### **BENEFIT SCHEDULE**

Class A Class Description Full-time active employees working [30] or more hours per week, Ages [18-67]

**Qualifying Period** 

[30-90] days

**Elimination Period** 

Accident [8] Days Sickness [8] Days

#### **Maximum Total Disability Benefit Period**

#### **Total Disability Weekly Benefit**

\*Weekly Benefit cannot exceed 66 2/3% of Your Basic Weekly Earnings

**Maximum Accidental Death and Dismemberment Benefit** [\$10,000]

Waiver of Premium [Included]

This Certificate of Insurance is intended to present the Group Plan in non-technical language. As a Certificate of Insurance, it explains but it is not the contract of insurance which has been issued to and is in the possession of the Employer at its Home Office.

#### Illinois Mutual Life Insurance Company

Home Office 300 S.W. Adams Street Peoria, IL 61634 Phone 800.437.7355

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#### **DEFINITIONS**

**Actively at Work** means you are performing all of the duties of your job with the Participating Employer at least [30] hours per week.

**Basic Weekly Earnings** means your rate of earnings from the Employer in effect immediately prior to the date your Total Disability begins. It does not include bonuses, overtime pay and other extra compensation other than commissions. Commissions will be averaged over the 12 month period prior to the date your Total Disability begins.

Coverage Date means the date which your coverage under the Policy begins.

Effective Date means the date on which the Policy becomes effective.

**Elimination Period** means the number of continuous days you must be Totally Disabled before benefits begin to accrue and become payable. No benefits are payable for the Elimination Period. The Elimination Period may be different for disabilities due to Sickness than it is for Injury.

**Employee** means a person directly employed in the regular business of, and compensated for service by, the Employer. A director of a corporate employer shall not be deemed an Employee solely because of such directorship.

**Employer** means the employer who has agreed to provide group insurance benefits to its employees.

**Injury** means accidental bodily injury independent of disease, sickness or bodily infirmity that you sustain while your coverage is in force and which does not arise out of any employment for wage or profit.

**Physician** means a doctor or practitioner, other than you or a member of your immediate family, who is duly licensed by the proper authority and who is practicing within the scope of his license.

**Policy** means the group policy issued to the Employer which provides the coverage described in this Certificate.

Pregnancy includes childbirth, miscarriages, and complications of Pregnancy.

**Qualifying Period** means the number of continuous days as stated in the Schedule of Benefits you are at Actively at Work before your Coverage Date may begin if you apply for coverage under the Policy.

**Regular Care of a Physician** means treatment, consultations and diagnostic services provided by a Physician whose specialty is suitable for the condition causing your disability. Such care must be received in-person at a frequency that is appropriate for your Injury or Sickness according to accepted medical standards. We may waive this regular care requirement upon receipt of reasonable proof that such care is no longer appropriate for the Injury or Sickness causing your disability.

**Sickness** means an illness, disease, or physical condition of you which first manifests itself while your coverage is in force and which does not arise out of any employment for wage or profit. Pregnancy is covered as any other sickness for the purpose of providing benefits under this Policy, subject to all Policy provisions.

**Total Disability** for any one period of disability, starting while your coverage is in force, means, as a result of Injury or Sickness, your inability to engage in any occupation for which you are or for which you become qualified by education, training, or experience. To be Totally Disabled, you must be under the Regular Care of a Physician. Only one Total Disability benefit will be payable at any one time even if you are Totally Disabled because of multiple causes.

We, Us and Our mean Illinois Mutual Life Insurance Company or the Company.

You and Your refers to the insured Employee named in the Schedule.

#### YOUR ELIGIBILITY FOR GROUP COVERAGE

You become eligible:

- (a) on the Effective Date of the Policy, if you are within the eligible classes insured; or
- (b) on the day immediately following completion of the required Qualifying Period, if you are within the eligible classes after the Effective Date of the Policy.

#### YOUR GROUP COVERAGE BEGINS

Your coverage begins:

- (a) on the date you become eligible, if you have made application on or before said date.
- (b) on the date you make application, if you have made application within 31 days after you became eligible.
- (c) on the date we approve your evidence of insurability, if you make application more than 31 days after the date you first became eligible.

Your coverage does not begin unless you are Actively at Work. If you are not Actively at Work, your coverage begins on the first day you are Actively at Work.

#### YOUR COVERAGE TERMINATES

Your coverage terminates immediately upon the earliest of the following dates:

- (a) the date your employment is terminated with the Employer. Your employment is deemed terminated if you are no longer Actively At Work except for periods during which you are eligible for Total Disability Weekly Benefit;
- (b) the date the Employer terminates coverage under the Policy;
- (c) when you fail to make a premium payment when due or;
- (d) when you cease to be within a class eligible for insurance.

Termination of the Policy will not affect any claim you may have for a loss that begins prior to the termination of the Policy.

#### NON-OCCUPATIONAL DISABILITY INCOME BENEFITS

#### **Total Disability Weekly Benefit**

If Injury or Sickness causes your Total Disability, we shall pay you the Total Disability Weekly Benefit shown in the Schedule which you elected. However, in no event shall this Benefit be more than 66 2/3% of your Basic Weekly Earnings. This Benefit shall be paid to you after the Elimination Period shown in the Schedule has been satisfied. This Benefit shall be paid to you for as long as you are Totally Disabled up to the Maximum Total Disability Benefit Period shown in the Schedule for any one period of Total Disability.

If termination of insurance coverage occurs during a period of Total Disability, benefits will continue to be paid until the earliest of:

- 1. the date your Total Disability ends; or
- 2. the Maximum Total Disability Benefit Period has been reached.

However, any Total Disability Weekly Benefit payable to you under the Policy will be reduced by the amount of any other income benefits which you receive or are eligible to receive. Other income benefits are:

- 1. [retirement pension benefits to the extent paid for by the Employee under
  - a. any plan of a federal, state, county or municipal retirement system, if such pension benefits include any credit for employment with the Employer; or
  - b. any plan which the Employer sponsors, or makes or has made contributions][ and.
- 2. disability benefits under any plan of a federal, state, county or municipal retirement system, if such benefits include any credit for employment with the Employer; and
- 3. disability benefits under the United States Social Security Act, the Railroad Retirement Act or under any similar United States or Canadian plan or act; and

#### **NON-OCCUPATIONAL DISABILITY INCOME BENEFITS (cont.)**

- 4. unemployment compensation under any state or federal law; and
- 5. disability benefits under any individual or group disability policy paid for by the Policyholder and purchased on or after the Effective Date of the Policy; and
- 6. amounts received under any salary continuation, paid time off or accumulated sick leave plan sponsored by the Policyholder. This includes donated or lump sum sick leave benefits or paid time off. ]

[The Total Disability Weekly Benefit will never be less than [\$50].]

For any period of Total Disability for which a Benefit is payable that is less than a full week, the benefit will be prorated. Proration will be determined by dividing the amount of your Total Disability Weekly Benefit by 7 and multiplying this amount by the number of days you are Totally Disabled.

#### **Recurrent Disability**

A recurrence of your Total Disability from the same or related causes will be considered a continuation of the prior period unless you have been engaged in any gainful occupation for more than 14 continuous days. You must be reasonably fitted and have been performing all of the substantial and material duties of that occupation.

If your Total Disability is treated as a recurrent Total Disability of the prior period, it will not be subject to a new Elimination Period or a new Maximum Total Disability Benefit Period.

#### PRE-EXISTING CONDITION LIMITATION

During the first 12 months after the Effective Date of your coverage, we will not pay benefits:

- (a) for any condition diagnosed or treated by a physician within 12 months prior to the Effective Date; or
- (b) for any condition which caused symptoms within 12 months prior to the Effective Date that would have caused an ordinarily prudent person to seek medical diagnosis, care or treatment.

In the event you apply for an increased Benefit Level, we will not pay benefits on the increased portion of the Benefit Level during the first 12 months prior to the Effective Date of your increased Benefit Level for any condition diagnosed or treated by a physician within that period or for any condition which caused symptoms within 12 months prior to the Effective Date of your increased Benefit Level that would have caused an ordinarily prudent person to seek medical diagnosis, care or treatment.

#### **EXCEPTIONS AND LIMITATIONS**

- 1. Your coverage does not insure against or pay benefits for any disability which is caused by or is the result of:
  - (a) committing or trying to commit suicide or injuring yourself intentionally, whether you are sane or
  - (b) participating or attempting to participate in an illegal activity and/or being incarcerated in a penal institution; or
  - (c) war or act of war, whether declared or undeclared; or
  - (d) injury or sickness arising out of or in the course of any employment for wage or profit.

#### ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT

An Accidental Death and Dismemberment Benefit will be payable up to the Accidental Death and Dismemberment Benefit stated on the Schedule, provided such loss:

- 1. results from Injury, independently of disease [or Sickness]; and
- 2. is caused by an accident that occurs while this Benefit is in force; and
- 3. occurs within 90 days of that accident.

#### ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT (cont.)

A percentage of this Benefit will be paid to the Employee as follows:

Loss of Life	100%
Loss of Both Hands or Both Feet	100%
Loss of Entire Sight of Both Eyes	100%
Loss of One Hand and One Foot	100%
Loss of One Hand and the Entire Sight of One Eye	100%
Loss of One Foot and the Entire Sight of One Eye	100%
Loss of One Hand or One Foot	50%
Loss of Entire Sight of One Eye	50%

For this Benefit to be payable, Loss means:

- 1. with reference to hand or foot, complete loss of the use of the hand, or foot; and
- 2. with reference to eye, irrecoverable loss of the entire sight of the eye.

If you suffer more than one of the above losses as a result of the same accident, the Benefit provided will be paid only for the greatest loss.

This Benefit will be paid to you, if living; otherwise to the named Beneficiary. If no Beneficiary is named, the Benefit will be paid to your estate.

The Accidental Death and Dismemberment Benefit will provide no Benefit for any loss caused by, or resulting from:

- 1. Declared or undeclared war or any act of war;
- 2. Service in the armed forces of any country or international authority;
- 3. Suicide or intentionally self-inflicted injury whether the Employee was sane or insane at the time of the suicide or injury.
- 4. Flying in an aircraft owned, operated, leased or chartered by the Employer;
- 5. Participation in, or in consequence of having participated in, the commission of any felony;
- 6. Sickness or disease, or infection, except infections which result from an accidental injury or infections which result from accidental, involuntary or an unintentional ingestion of a contaminated substance.
- 7. Intentionally taking a narcotic, drug, barbiturate, hallucinogenic drug or any combination of these when not part of a professional medical treatment plan.
- 8. Intoxication by the intentional use of alcohol. Intoxication means that which is defined and determined by the laws of the state where the loss or cause of the loss was incurred.

#### **BENEFICIARY PROVISION**

The beneficiary shall be as shown in your enrollment form for this coverage. You may change a beneficiary at any time by sending a written request to us unless an irrevocable beneficiary has been named.

A change of beneficiary will not take effect until it is recorded by us. When the change is so recorded, it will take effect as of the date that the written request was signed, whether or not you are living when the change is recorded. We will not be liable for any proceeds paid prior to such recording.

#### **WAIVER OF PREMIUM PROVISION**

The premium for insurance for you will be waived in certain situations. You must become entitled to receive Total Disability Weekly Benefits under the Policy. Your Total Disability must have existed for at least 90 days in a row. If these two conditions are met, we will waive each monthly premium due for your insurance after your first 90 days of Total Disability. When you are no longer Totally Disabled, premiums must be paid as they become due

#### **GENERAL PROVISIONS**

- 1. Notice of Claim: Written notice of a claim must be given to us within 20 days after a loss starts or as soon as reasonably possible. Such notice may be given to our Home Office or to any of our authorized agents. Such notice should include your name.
- 2. Claim Forms: Upon receipt of notice of claim, we will send the forms for filing proof of loss. If these forms are not furnished within 15 days, you will have met the proof of loss requirements by giving us a written statement of the nature and extent of the claim within the time stated below for Proofs of Loss.
- **3. Proofs of Loss:** Written proof of loss for a periodic payment due for a continuing loss must be given to us within 90 days after the end of each period for which we are liable. For any other loss, written proof of loss must be given within 90 days after such loss.

If it was not reasonably possible for you to give such proof within the time required, we shall not reduce the claim for such reason if the proof is filed as soon as reasonably possible. Such proof must be given no later than one year from the time specified above unless lack of legal capacity prevents it.

- 4. Time of Payment of Claim: After receiving written proof of loss, we will pay at the end of each 7 days all benefits for your continuing disability for which we are liable. Any balance unpaid at the end of the disability will be paid as soon as we receive written proof. Benefits for any other loss covered by the Policy will be paid as soon as we receive proper written proof.
- **5. Payment of Claim:** Subject to due proof of loss, benefits will be paid each week during any period for which we are liable. Any balance unpaid at the termination of such period will be paid upon receipt of due proof.

All benefits will be paid to you. However, in the following cases we may pay up to \$1,000 to any relative by blood or connection by marriage of yours who is deemed by us to be fairly entitled thereto:

- (a) when the benefit is payable to your estate;
- (b) when the benefit is payable to a minor;
- (c) when the benefit is payable to anyone else that is not legally competent.

Any payment made by us in good faith under this provision shall fully discharge us to the extent of such payment.

- **6. Physical Examination and Autopsy:** We shall have the right at our expense to have you examined as often as is reasonably necessary while a claim is pending. Benefits shall cease if you do not submit to an examination when reasonably requested by us. At our own expense, we may have an autopsy made unless prohibited by law.
- **7. Legal Actions:** No legal action may be taken to recover on the Policy within 60 days after written proof of loss has been given as required by the Policy. No legal action may be taken after 3 years from the time written proof of loss is required to be given.
- **8. Misstatement of Age:** If your age has been misstated, we shall adjust the premium. If your amount of insurance would be affected by such misstatement of age, it shall be adjusted to that to which you would have been entitled at your correct age. The adjustment in premium shall be based on such adjusted amount of insurance.
- **9. No Assignment:** Your Certificate of Insurance cannot be assigned. The benefits cannot be assigned prior to a loss.
- **10. Incontestability:** We may contest the validity of your insurance only if:
  - (a) we contest a statement made by you relating to your insurability within 2 years of the date your insurance initially became effective or within 2 years of the effective date of an increase in the benefit amount; and
  - (b) the statement is in writing and signed by you.
- **11. Reinstatement:** If any renewal premium is not paid within the grace period, this Policy will lapse. Later acceptance of the premium by us or by our agent authorized to accept premiums, without requiring an application for reinstatement, will reinstate this Policy.

If we or our agent require an application, the Policyholder will be given a conditional receipt for the premium. If the application is later approved by us, this Policy will be reinstated as of the date of our approval. If not approved by

#### **GENERAL PROVISIONS**

us, this Policy will be reinstated on the 45th day after the date of the conditional receipt unless we have already given the Policyholder written notice of its disapproval.

After reinstatement, this Policy will cover only [(a)] a Total Disability that results from an Injury sustained after the date of reinstatement or a Sickness that begins more than 10 days

after such date[; or

(b) a loss that results from an accident so long as the accident occurs after the date of reinstatement.]

In all other respects your rights and our rights will stay the same, subject to any provisions that are endorsed on or attached to this Policy at the time of reinstatement.

**12.** Conformity With State Statutes: Any provision of the Policy which, on its effective date, is in conflict with a law of the state in which the Policy is delivered is hereby amended to conform to the minimum requirements of said law.

Non-occupational Short Term Disability Income Insurance and
Accidental Death and Dismemberment Insurance
Renewable at the Option of the Company

**Illinois Mutual Life Insurance Company** 

Home Office 300 S.W. Adams Street Peoria, IL 61634 Phone 800.437.7355